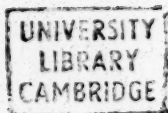


THE
TRANSACTIONS
OF THE
HIGH COURT
OF
Chancery,

Both by Practice and President;
With the Fees thereunto
belonging, And all special Or-
ders in extraordinary Cases, which
are to be found in the Registers
Office as they are quoted
by Terms, Years, and Books.

Collected by that famous Lawyer *WILLI-
AM TOTHILL* Esq; late one of the six
Clerks: And since Reviewed by Sir *RO:
HOLBOENE*, Benchor of
Lincolns-Inne.

London Printed by *T. W.* for *R. Best* and *J. Place*,
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THE
PROCEEDINGS
OF THE
High-COURT
OF
CHANCERY.

Notwithstanding the practise here before this time hath been, That no *Sub pœna* should be sued forth of the court of *Chancery* without a bill of complaint first exhibited: yet of late, for the ease of all suiters and subjects, it hath been thought good, that every man may have a *Sub-pœna* out of the same Court, without any Bill first exhibited.

And this is called a *Sub-pœna ad respondendum*.

A

This

The Proceedings of the

This *Sub-pœna* is the leading Process of this Court, by which the party defendant against whom the complaint is intended, is summoned and required to appear and make answer to the complainant, under a certain pain, and at a certain day to come.

The dayes of Return here are the usual Returns, as in the ordinary Almanack; or else a *Sub-pœna* may be returneable at a certain day, after any the said usual Returns, or the great Feast dayes, from whence the Returns take their denomination: So that you must add (*prox'*), in place where cause shall require.

As, if the Feast day be to come, then it must be *Prox. futur. in nunt mens.*

But if the Feast day be past, then it must be *die Pasche in nunt mensem prox. futur.*

And the like to other Returns, before or after other Feast dayes.

Where note what time you have for exhibiting of your Bill after the day of Return prefixed in your writ of *Sub-pœna*: If it be returneable upon a general Return day, as *Crastin'*, *Octabis*,
Tres,

Tres, Mens, &c. after such a Feast, then you have time to put in your Bill until the second day before noon next following, the fourth day following every of the said Returns; and you must account the Return day, and the fourth day after it, for two of the said four days.

But if the *Sub-pœna* be returneable on such a certain day of the month, then your Bill must be put in the second day after it, before dinner.

And howsoever the *Sub-pœna* be returneable, if it be but served on the same day whereon it is returneable, before noon, and the rising of the Court of Chancery, it is a good serving; and binds the defendant so served to an appearance with all convenient speed.

If a *Sub-pœna* be returneable on a day certaine, as on any day of the moneth, the bill not being in, the defendants Attorney may prefer costs the next day after; and if the Bill come not in the next day after costs so preferred, before noon or presently after dinner, the defendant is discharged with such costs as a Master of the Court taxes him.

And so in the like case for a *Sub-pœna*

The Proceedings of the

that is returnable on a return day, the next day after the fourth day is cost day and if the bill come not in the next day at noon or presently after dinner, the defendant, having preferred his costs the day before, is discharged from attendance, with his costs.

When the defendant hath so got costs, he may have a *Sub-pœna* whereby to command the complainant presently, upon the sight thereof, to pay the defendant or the bringer thereof, the said costs, (as aforesaid:) Which *Sub-pœna* must be served on the Plaintiff personally. And if the complainant do refuse to pay the said costs accordingly, then the defendant may, upon Affidavit made that the *Sub-pœna* for costs was served, have an Attachment directed to the Sheriff of the County, to attach the complainant therefore.

And upon return made by the Sheriff that the complainant cannot be found, an Attachment with Proclamation may be sued forth against the complainant.

And that Proclamation being likewise returned by the Sheriff (as aforesaid) then a Commission of Rebellion may

may be sued forth against the complainant.

But on the contrary, if the complainant do put in his Bill, and the defendant appeareth not the next day after costs day (which costs day is usually the next day after the four daies upon a return is out, or if the *Sub-pœna* be returneable on a day certain, then the next day after is costs day) then the complainant upon oath made that the defendant was served with a *Sub-pœna*, may have an attachment, and further Process upon the Sheriffs returns of *non est inventus*.

Where note, that the party which maketh oath that he served the *Sub-pœna*: Or that the *Sub-pœna* was served, must swear as followeth.

That he delivered the *Sub-pœna* to the defendant.

Or he shewed the *Sub-pœna* to the defendant under the seal of the Court, and delivered to him a note of the day of his appearance or a labell of the *Sub-pœna*.

Or he left the *Sub-pœna* at the defendants dwelling house or lodging, where the defendant most abideth.

Or he must swear that he heard the

The Proceedings of the

defendant confess that he was served with a *Sub poena*.

Or he must swear that he saw another serve the defendant with a *Sub poena*.

Note, that if the party served with any such *Sub poena* do wrong or abuse the party who served it for the serving thereof, or useth any words of contempt or sleighting of his Majesties said writ; upon oath made thereof, and motion thereupon, he is punishable for the same by imprisonment in the Fleet, or otherwise, at the Lord Keepers discretion.

And if the defendant do appear within the time limited, then the complainants Attorney may give unto the defendants Attorney, on the said day after the costs day, a Rule that the defendant do make answer to the complainants Bill by the same day. seven night then next to come. This Rule and day given, must be entred into the Register.

And if the defendant do not answer by the prefixed day so entred; or if he do not otherwise satisfie the Court by sufficient cause, and occasion of the delay, then the complainants Attorney may take forth an Attachment against the defendant.

The Causes whereby the defendant may satisfy the Court of the said delay in answer, are these, for the most part, of which the Defendant must make Oath, (viz.)

HE cannot make direct answer, without sight of his Evidences or Writings which are in the Country.

Or he cannot answer without conference had first with some Person named in the said Bill.

Or with some person whom the matter toucheth.

Or if the Bill be against the defendant, to express what goods he hath of the plaintiffs, he may make oath he cannot make perfect answer to the plaintiff's bill without sight and perusal of the said goods, which are in the country: And that place in the Countrey, where those goods or writings, or parties live, must be above twenty miles from *London*, or else he must answer within eight dayes after his appearance unless he get further time by order: And if he do make such oath, then his answer is spared till the first day of the next Terme following.

This Oath be made by the Solicitor, or some other for the defendant.

Or that the defendant is not able to Travel without danger of his life, &c.

And if upon such oath made, the plaintiff refuse to allow the defendant a *Dedimus potestatem* for taking his answer in the Country, the Court upon motion or petition will order it; which order is to be entred in the Register, and the Affidavit filed in the Affidavit Office.

In case the defendant do not appear, or having appeared doth not answer in his time limited, nor sheweth any of the aforesaid reasons in excuse, then an Attachment is awarded against him, which must be entred both in the house-Book in the six Clerks Office, and in the Register, expressing the cause of the issuing of the said Attachment.

But if no day be given to the defendant to answer, than the defendant hath liberty to answer at any time during the Terme.

And if he do it not within that time, then an Attachment may be sued forth against him of course: and the same, with the cause thereof, must be entred into the Register: (*viz.*) That the Defendant appeared, and departed without answer.

If

If the *Sub pœna* be returneable so neer the end of the Terme, that there cannot be a day given to the defendant to answer, he must at his peril answer by the same day seven- night following the day of his appearance, although it be in the Vacation : For the Chancery is alwaies open, It is *Officina semper aperta*.

If the *Sub-pœna* be returnable on the last return day of the Terme it self, then the defendant, is at liberty to appear the first Return of the Terme following.

But if it be a day certain, although the same be the last day of the Term, yet the Defendant must appear and answer by that day seven- night next following the said appearance.

Note, there are no such *Sub. pœnas* to answer returnable immediately in Term time.

And if the defendant make Oath that he cannot answer without writings, &c. or conference with some other person: Or if he have a *Dedimus Potestatem*, and Commission to make his answer he must at his peril procure his answer to be put in before the day after the first costs day of the next Terme following, unless
it

it be Trinity Terme ; and then, and in such case, it must be put in the second day after the second return, else the complainants Atturney may, upon such default, make an attachment against the defendant, and enter the same into the Register, For that he hath not answered by the day prefixed.

Or in other case, that he appeared and departed without answer ; Or otherwise that he did not return the *Dedimus potestatem* at the day prefixed, &c. and as the cause shall require.

If a Defendant living in the Country, having a *Dedimus potestatem* granted him for the taking of his answer to the Plaintiff's Bill, or his Council finde there is cause of Plea or Demurrer, upon a motion or petition, he may have a special *Dedimus potestatem* by Order to answer, plead, or demur ; But the Commissioners upon an ordinary *Dedimus* have no power to take any thing but an answer ; And if a Demurrer be put in without Commission, the party must put the same in into the six Clerks Office in his own person : And if the Demurrer or Plea be not put into the Paper of Pleas and Demurrers in the Register

Register appointed for that purpose, within eight dayes after the same is put in Court, to the end the same be argued before the Lord Keeper, as it shall fall in course after others; then the said Plea and Demurrer is over-ruled of course, and the Plaintiff may take forth a *Sub-pœna* against the Defendant to make a better answer, and another for Costs, according to the Lord Keepers late Orders.

This was wont to be the course, but my Lord Keeper of late hath declared that if a Bill have cause of Demurrer he will not a bad Bill good.

In case a man be served with a *Sub-pœna* wherein his wife is named he being in *London* and his wife in the country, or elsewhere, if he appear not for her, or she answer not as well as he, an Attachment is granted against them both, though he appear and answer for himself.

If she do not appear, then the Attachment is against him and her for her not appearance.

If she do not answer, then against him and her for her not answering.

If a Complainant die depending the
suit

The Proceedings of the

suite, his Heir, Executor, or Administrator, who hath the interest in the thing complained for, may put in a Bill of revivor against the Defendant: or if the Defendant die, the Plaintiff may put in a Bill of Revivor against his Heir, Executor or administrator.

Also it is to be remembred, that if the Complainant exhibit his Bill against a man and his wife, for matter which wholly concerneth the wife, whereunto they make answer, & after answer made the man dieth; the Complainant cannot proceed in that suit against the woman without a Bill of Revivor, because the woman shall not be constrained to stand to that answer, which she together with her Husband, or solely (as wife unto the man) made to the Complainant for that she was then under Coverture.

And after her Husbands death (she being seized or possessed of the thing in Controversie as in her former estate) may (if she please) make a new answer, and shall never be bound or concluded by the answer which she made in her Husbands life time, for that she was then under Coverture. And yet (if she so please) she may stand to that former answer

answer of hers and proceed in that suit accordingly.

But if the complainant exhibit a Bill against a Feme sole, whereunto she maketh answer and afterwards marrieth, the Complainant may proceed against her husband and her, without any Bill of Revivor; and her husband shall be bound by that answer which she made before marriage, because she shall not be admitted to take advantage of her own act.

Where (on the contrary) if a Feme sole exhibit her Bill of Complaint, whereunto the Defendant answereth, and afterwards she taketh an husband, her husband and she shall not proceed against the Defendant, without a Bill of Revivor; because her suit is abated by her own act, whereof the Defendant may take advantage.

And if a Man and his Wife exhibit a Bill of Complaint, whereunto the defendant answereth, and the Man dyeth, the woman shall be at her choice whether she will exhibit a new Bill, or proceed upon the former.

Note that in Chancery you cannot serve the wife Without her husband, though the matter in question do only concern her, and not him. Also

Also, if two seized of joint estate ; or two Executors of one Testament ; or two Obligers or Obligees exhibite a Bill of Complaint , whereunto the Defendant answereth, and one of them dyeth. The Survivor of them may proceed against the Defendant without any Bill of Revivor.

And in all cases where a Bill of Revivor is requisite after the said Bill exhibited , and a *Sub pœna* served on the Defendant to that purpose : the Complainant shall be in the same case, as he for his Predecessor was , at the time when the cause of Revivor accrewed, unless the defendant shall appear upon the said *Sub-pœna*, and by way of answer shew good cause to the contrary : which Cause must be , that the Complainant in the Bill of Revivor, is not Heir, or Executor, nor standeth in the like case, nor have the like interest, or the like cause of Complaint, as before in the former suit.

And no other cause is to be allowed. If the Complainant exhibit his Bill of Complaint, for Title of any Lands not of the yearly value of forty shillings : And the same be proved by Affi-

davit, or deposed, the Defendant shall be dismissed.

Also, if the Defendant demur to any Bill exhibited against him, or disclaim: the Complainant cannot reply:

For if the Defendant be called up by *Sub-pœna ad Rejungendum*, having before made no other answer but a Demurer or a Disclaimer, he shall have costs for unjust vexation.

But after the Defendant hath answered, the Complainant hath liberty all that Terme, and all the next Terme following that; and until the beginning of the second Terme after answer, to put in his Replication.

The next Terme after answer put in, the Defendants Atturney may give the Plaintiff a Rule to Reply, and if he doth not Reply, then costs are awarded and if he give no Rule and the Plaintiff reply not the second Terme after the Terme the Answer was put in, the Bill may be dismissed with costs by mortgage or of course.

But if the Complainants Replication be put into the Court, the Defendant can have no costs allowed unto him.

But

But then the Defendant may, if he will *Rejoyne gratis* to the Replication, and enforce the Complainant to go to Commission.

Which if the Complainant refuse, then the defendant may have Commission to examin Witnesses on his own part against the Complainant, and shall have the carriage thereof.

The Commission shall be directed to four such persons as the Defendant shall name; or to any three or two of them without any warning to be given to the Complainant.

But if in this case the Complainant will, he may joyn in Commission, and have the carriage of it himself.

And then he must name four Commissioners indifferent men; and the Defendant four more, and two being strook out on each side the Commission is made up to the four that remain: and the complainant having the carriage of the Commission must give the Defendant fourteen dayes warning of the day and place when and where the Commission shall be executed.

This warning must be given, either by himself in Person, or else left in Writing,

Writing, at the House or place where the Defendant doth most reside.

The Complainant in all cases of Commission to examine witnesses, shall have the first choice of Commissioners, and carriage of the Commission, and if he fail by not executing it, then the Defendant may renew it and have the carriage thereof, and give the Complainant the like notice.

If a Defendant be served with a *Sub-pœna ad Rejungendum*, and Oath be thereof made; Commissioners names being called for in the Term time to the Defendants Attorney, and the Defendant refuse to joyn in Commission the second Seal after the Terme, the Complainants Attorney may make a Commission *ex parte* to the Complainants own Commissioners and Interesteds must be included in the Commission.

He shall examine Witnesses, in all these cases following: (Viz.)

First, upon a Bill by him preferred to examine Witnesses in perpetual memory of the matter to command the Defendant either by himself, or by his Attorney to appear immediately; and within fourteen dayes to shew cause

B

why

The Proceedings of the

why the Complainant should not examine Witnesses in perpetual memory.

And if the Defendant do thereupon appear by himself, or his Atturney, & shew good cause to the contrary, such as the court shall allow, then the Complainant shall not examine any witnesses *in perpetuam rei memoriam*, or perpetual memory.

But if he do shew no sufficient cause, nor joyn in Commission with the complainant, then the Complainants Atturney must prefer six Commissioners names to the Lord Keeper, or the court, &c. Four of the which, or four such other, as the Lord Keeper or the court shall appoint, shall be set down for Commissioners, and a Commission for the Complainant shall be made forth, and directed to the said four Commissioners, or any three, or two of them, to examin witnesses, according to certain Articles heretofore set down in Chancery, which witnesses are never to be published, during their lives, unless Oath be made.

That the Complainant hath some tryal wherein he should give them in evidence That the witnesses are notable to travel to the place where the tryal should be.

Or

Or the party Defendant will consent thereunto.

Neither can they be given in Evidence against another, but against the party which was called, to shew cause why the said witnesses should not be examined, or some other, claiming under him by some interest which accrewed unto them, after the Bill preferred by the Complainant for the examination of witnesses.

It is also used, that either party, after the Bill is exhibited, add Answer made thereunto, may examine witnesses in court here before one of the Examiners

But the Complainant can have no Commission to examine his witnesses, unless, and before the Defendant be served with a *Sub-pœna ad Rejungendum*: Which *Sub-pœna* must be served in such manner as is before mentioned :

And then upon Affidavit made of the serving thereof, the Complainant (if the Defendant appear not that Terme) shall have a Commission directed to four such Commissioners as himself shall name, or to any three, or two of them, for the examination of witnesses on his part against the Defendant without any warrant to be given to the Defendant.

The Proceedings of the

Upon the return of the said *Sub-pœna ad Rejungendum*, The Complainant may give to the Defendant a day to Rejoyn (*viz.*) The same day seven-night.

By which time, if the Defendant do not rejoyn, he shall loose the benefit thereof.

And when that day so given to rejoyn, is past; the Complainant may give two ordinary dayes, (*viz.*) two Returns, for the Defendant to produce his witnesses; and then a peremptory day:

Before which day past, if the Defendant do come in, he may have a Commission to examine witnesses of course, without any motion; but he shall loose the benefit of Rejoinder: And the Complainant, if he please to joyn in the Commission shall have the carriage of it, giving to the Defendant fourteen dayes warning of the day and place, when and where the said Commission shall be executed.

In the joyning of this Commission, the Complainant must first name one Commissioner, unto whom the Defendant may give general exception:

The defendant must name the second;

The Complainant the third;

And the Defendant the fourth. *The*

The common exceptions which be given to Commissioners are these, (viz.)

T Hatthe Commissioner named, is of Kindred or Allyed to the party, for whom he is named :

That he is a Master to the party :

That he is a Land-lord unto him :

Or a partner unto him :

Or have suit in Law with the adverse party to him, by and for whom he is named :

Or is it of Counsel, an Atturney, or a follower of the cause of the one party.

Or to whom the party is indebted:

Or any other apparent cause of partiality, or siding with either party.

And it is commonly used that either party may give exception to one, and they seldome give exception to any more then one, on either party.

And yet nevertheless, the Complainants Atturney may, if the Complainant will, renew the said Commission also, and give the like warning also unto the Defendant, if the Defendant renew it not.

Upon the execution of either of

The Proceedings of the

which Commissions, and Return whereof either of them may give to the other a Rule for Publication, thus, *viz. dies dat' defend' publicat. super Commis. junct.* If the Defendant give the Rule, then thus: *dies dat' quer' pro public. super Commis. junct.*

The day so given, is one week; which being expired, and no cause shewed to the contrary, then Publication is granted; and neither party can examine any witnesses afterwards, unless it be by special order of the Court; which is never granted without an Oath made, that the party which requireth the same, nor any of them hath seen, or been made privy to any examination of any of the witnesses formerly examined in this Court by either of the parties: And some good cause be shown, either by Oath, or certificate of Commissioners, why the party could not get his said witnesses examined within the time limited for their examination.

In which case, sometimes the Court giveth order to examin witnesses by a time prefixed, with this *Proviso*; That the party shall not in the meantime see the said former examination.

And sometimes the Court giveth Order

der, that the said party shall examine his witnesses, to inform the conscience of the Judge only, and not otherwise.

These Depositions are never published, but by especial order or consent of the parties; but delivered to the Judge, sealed up by the Officer, under whose custody they do remain, to the end he may peruse them.

If any one be called by a *Sub-pœna*, to appear in this Court: And upon his appearance, the Complainant or any other doth arrest him in any other Court he shall have a *Superfedeas* to discharge the Action because he must have free going and free coming

But it is not so, if the Complainant be arrested, except it be after sive is joyned, and a day is given for the matter to be heard. And the Complainant coming to the Court, with Evidence to maintain his cause is arrested: The Court in this case shall defend him, and set him free to follow his suite.

But this is seldome seen: And he that is plaintiff in the other Court, may declare against him here *Presentem in Curia*, if he please. See 37. *Eliz.*

If any one who hath Priviledge in

The Proceedings of the

Chancery, arrested into another Court, in ajoynt action with his Wife; or matter concerning her : Notwithstanding the Coverture, she shall not have any benefit of Priviledge here. See *Powles* case.

The Clerks of *Chancery* are to be sued in this Court, either by Latine or English Plea.

The Order made and ordained by Sir Nicholas Bacon, Knight, Lord Keeper of the Great Seal, touching the Examination of witnesses (in perpetuam rei memoriam :) Dated the tenth of December, in the third year of the late 2. Eliz. followeth.

First the Commissioners shall examine no Witnesses but such as be aged and impotent.

Item, the Complainant or party, who sueth forth the Commission, shall give warning by precept from the Commissioners, unto the party that should take prejudice by this examination, by the space of fourteen dayes at the least, of the time, and place; when, and where the said Commissioners will sit upon this Commission.

And

And the same warning being so given, the Commissioners are to be satisfied by the Oath of the party complainant, or of some other credible person, that warning is given accordingly, before they shall proceed to the execution of their Commission.

Item, If the party Adversant, or Defendant can shew before the Commissioners good cause of exception, either against the witnesses produced by the complainant, or any of them, or against the Commissioners themselves; or otherwise, then they shall cease and forbear any farther execution of the commission.

And the Commissioners shall certifie and return the said causes and exceptions up with the Commission.

Item, If the party adversant cannot shew sufficient cause as aforesaid) then the commissioners shall proceed to the examination of witnesses, and the party adversant or defendants shall have liberty to joyn in the examination of the same witnesses, or of any other likewise upon Interrogatories on his behalf (if he think good.)

Item, The commissioners shall certifie
in

in their return of the Commission, such acceptations as the defendant shall take against the proceeding in the same Commission and whether the Defendant did appear or no?

~ And if the Defendant did not appear they are likewise to certify and return whether Affidavit were made of the giving of warning by precept (as aforesaid) or no?

Orders to be observed before the granting of Publication of the said Commission.

THe party who prayeth Publication, shall first by himself, or some other, make Oath that the Depositions of the same witnesses, are necessarily to be given in evidence on his behalf.

Item. Oath also must be made, that the same Witnesses be either dead, or so aged, or impotent as they cannot travel to testify (*viva voce*) without danger of life.

Item, This Oath being so taken, a Master of the Chancery must first open the Commission, and consider whether this Order before mentioned hath been observed

served in all points ; wherein he being satisfied, Publication is thereupon to be granted.

Provided alwaies that no Depositions shall be given in evidence, but against those persons that were warned by precept (as aforesaid) or against their Heirs or Assignes.

And provided also, That after examination had, and taken (as aforesaid) and after Publication, had and granted of the same examinations : The party Adversant, or Defendant, shall not be admitted to have any new examination on his behalf, concerning the same matter.

Item, This Order is to be observed in case where the Commission is *ex parte querentis* only, and it is to be engrossed in Parchment, and subscribed with the hand of the Register, and to be annexed to every of the said commissions, but not otherwise.

For if the Defendant joyn, then these articles shall not need.

The difference used between a Joynt-Commission in the aforesaid nature, and a Commission ex parte followeth.

THe Joynt-Commission is made in forme, as all other general Commissions to examine witnesses, *Super Interrogator. ministrand. be*, adding to the end of the same, these words (*viz.*) *In perpetuam rei memoriam permansur.*

This Commission *ex parte*, is to have these Rules inserted under the Registers hand, and the Commissioners names are specially to be assigned by the Lord Keeper, or, Lord Chancellour for the time being.

*Termine Michaelis, Anno Regni
Elizab. Reg. Sext.*

M*Emorandum.* That all Injunctions granted for preservation of possession, during the suit in the Court of Chancery, shall have this clause and condition contained in them (*viz.*) That the party who prayeth possession, was in possession at the time of the Bill exhibited, and certain yeares before;
And

And that his interest is not determined by forfeiture, surrender, or other lawful means.

And Bond must be put in by the party who prayeth the possession, of the penalty of ten pound, with condition that this Information aforesaid is true.

Item, That all Injunctions granted for the stay of suits at the common Law, shall have this clause and condition contained in them: (*viz.*) That the same suit desired to be stayed, is for and concerning the same matter depending in this Court, and as it were begun at the Common Law, after the Bill exhibited into this Court, and that Bond be put in (as aforesaid.)

Item, That no special *Certiorare* do pass without Bond first given, on the behalf of the party who desireth the same; with condition that the Bill exhibited containeth matter sufficient to bear a *Certiorare*, and that he shall prove the contents of this Bill to be true, within fifteen dayes after the return of the Writ, according to the order and course of this Court.

And that upon the granting of every *Procedendo* the Bond aforesaid be remembered to the Lord Keeper. *Ter-*

*Termine Trinitatis, Anno Regni Elizab.
Regine Septimo.*

The Pro-
cess now
is made
returne-
able but
three
before
the hear-
ing.

IT is ordered, that all Suits for no more then six acres of Land, or less, except the same be worth forty shillings by the year.

And all Suits for matter under the value of ten pounds, shall be dismissed this Court, for such cause only proved. And this Court shall not retain any such: But the party who bringeth the same hither, shall pay costs to the Defendant, as this Court shall award.

*Termine Michaelis, Anno Regni
Eliz. Reg. Septimo.*

IT is ordered, that all *Processes* to bear Judgement, be returnable six or seven daies before the day of Hearing, and not above, saving in the beginning of the Terme, when the time will not permit so long warning.

And the said Writs must be endorset on the back-side, with the very day appointed for the hearing of Judgement. And so much for that Terme.

By

By the general custome, and ancient usage of this Court all Bills shall be retainable here, in case where the Equity of the cause requireth and beareth it, and wherein the common Law doth afford no relief, but rather pressure and rigour.

After Publication once had, the Complainant may procure a day of Hearing of course, by such as one of the six Clerks as dealeth for him. And he may at the end of the Term, when the Lord Keeper setteth down the dayes of Hearings, procure his hearing to be set down amongst those assigned for the next succeeding Term.

This was wont to be the ancient course of procuring of Hearings, howsoever it was lately dis-used and (as I take it) the same is now restored again to the good contentment of all Suitors in this Court.

The Order of Proceeding against such as refuse to obey His Majesties Injunctions, proceeding and issuing out of the Court of Chancery.

FOr the breach of an Injunction, this is the course commonly.

If

The Proceedings of the

If the *Contemptor* do not upon sight of the Injunction obey the same, but doth commit some Act in contempt or neglect thereof, then upon an Affidavit made of the serving of the said Injunction, and of the breach thereof, then an Attachment is awarded against the said Contemptor, &c. as in the case of Proses, before mentioned and declared, and so further Proses to common Rebellion and Serjeant at armes, &c.

*The Modern Orders and Ordinances
of Chancery follow.*

Affidavits.

NO *Affidavit* shall be admitted or taken which shall tend to the proof or dis-proof of the Title or matter in question, or touching the merits of the cause.

Neither shall any such matter be colourably inserted, in any *Affidavit* to be made touching the Serving of Proses.

No *Affidavit* shall be taken against *Affidavit*, to far as the Master of Chancery can discern, or take knowledge, &c.

If any such be taken, the latter shall not be used or read in Court.

Contempts.

IN case of Contempts, granted upon force, or ill words, used upon serving of Proses, or other words of Scandal, proved by Affidavit, the party forthwith upon motion will be committed, if the words spoken deserve it.

But for other Contempts, against the Orders or Decrees of the Court,

First, an Attachment goes forth upon *Affidavit* made.

Then the party being taken is to be examined upon Interrogatories.

His examination is to be referred, upon motion, to one of the Masters of the *Chancery*.

And if upon examination, he confess matter of Contempt, he is to be committed upon the like motion.

If he confess it not, the Adverse party may upon like motion and order examine witnesses to prove the contempt.

And if the contempt appear upon proof, the contemtor is to be committed therefore, upon motion and order likewise.

C

But

The Proceedings of the

But if the adverse party fail to prove the said contempt, or fail to put in his Interrogatories or other prosecution, then the party charged with the contempt, is to be discharged upon motion with good costs.

Imprisonment upon *Contempts* for matters past, may be discharged of grace, after sufficient punishment : Or it may be otherwise dispensed withall in such case.

But if the imprisonment be for performance of any Order of the Court in force : Then the *Contemplator* ought not to be discharged, except he first obey : Only, the contempt may be suspended for a time.

Petitions.

NO *Injunctions*, *Sequestration*, *dismissions*, *Retainer upon Dismissions*, or *Final Orders*, shall be granted upon Petitions.

No former Order made in court, is to be altered, crossed or explained upon any Petition : But such Orders may be only stayed upon Petition for a small time

time, till the matter may be moved in court.

No *Commissions* for examination of Witnesses shall be discharged; Nor any examinations, or depositions of witnesses shall be suppressed upon Petition, unless it be first referred, and Certificate be made thereupon.

Injunctions.

Injunctions for possession or for stay of Suits after verdict, are to be presented to the Lord Keeper, or Lord Chancellor, being together, with the Orders whereupon they go forth; that his Lordship may take consideration of the Orders before he sign them.

No *Injunction* of any nature shall be granted, revived, dissolved, or staid upon private Petition.

No *Injunction* to stay Suits at the common Law, shall be granted upon Priority of Suit only:

Or upon the Surmise of the complainants Bill only.

But upon matter confessed in the Answer of the Defendant.

The Proceedings of the

Or matter of Record.

Or Writing plainly appearing.

Or when the Defendant is in contempt for not answering.

Or when the debt desired to be paid appeareth to be old, and hath slept long.

The creditor and the debtor have been dead some good time, before the Suit brought.

Where the Defendant appears not, but sits an Attachment: Or when he doth appear and departs without answer, and is under attachment for an answer: Or where he takes Oath, that he cannot answer without sight of Evidences in the Countrey: Or absenting himself in one private place, or beyond Sea, and cannot be found to be served with a *Sub-pœna*, upon Oath made, an Injunction is usually granted.

In all these cases, an *Injunction* may be granted, for stay of suites at the Common Law, untill the party answer, or appear in Person in Court, and the Court give further order.

An *Injunction* never is dissolved without motion on the adverse part.

In the case aforesaid, where an *Injunction* is to be granted, for stay of suits at the

the common Law ; if the like suits be in the *Chancery*, either by *Scire facias* or by *Priviledge*, or *English Bill*; then the Suit is to be staid by Order of the Court, as it is in other Courts by *Injunction*.

An *Injunction* is usually granted, if the party Defendant be in Contempt, or matter confest, though after an arrest, or further proceedings at Law without bringing money in Court.

Injunctions for possession are not to be granted before a *Decree*, but where the Possession hath continued by the space of three years past before the bill exhibited, and upon the same Title, and not upon any Title by leave or determined.

In case where the Defendant sits all the Process of contempt, and cannot be found by the Serjeant at Armes, or resists the Serjeant, or makes rescues, a Sequestration shall be granted of the Land in question, and if the Defendant do not render himself within the year, then an *Injunction* shall be granted for the Possession.

Injunctions against the selling of Timber, or plowing up of ancient Pastures, or for the maintaining of Inclosures, or the like, shall be granted according to

The Proceedings of the

the circumstances of the case, but not in case, where the Defendant upon his answer, claimeth a state of inheritance, except it be where he claimeth the Land in trust, or upon some other special ground.

Injunctions shall be enrolled, or the *Transcripts* thereof be filed.

Order.

W Here any Order shall be made against the general Rules of the Court, there the *Register* shall plainly and expressly set down the particular reasons and grounds, moving the Court to vary from the general Rule.

No order of the publick Court is alterable upon *Petition* : *vid.* in the Title *Petition*.

Register : *Order*.

T He *Registers* are to be sworn.

If any order shall be made, and the Court not informed of the last martial Order formerly made, no benefit shall be taken by such Order, as being granted by abuse, and surreption : And

to that end, the *Register* ought duly to mention the last former Order in the present Order.

No Order shall be explained upon any *Petition*, but only in Court as they are made, and the *Register* is to set down the Orders, as they are pronounced by the Court, truly, at his peril, without troubling the Lord *Keeper*, or Lord *Chancellor*, by any private attending of him, to explain his meaning; and if any explanation be desired, it is to be done by publick motion, where the other party may be heard.

No draught of any Order shall be delivered by the *Register* to either party, without keeping of a Copy by him: to the end that if the Order be not entred; nevertheless, the Court may be enformed what was formerly done, and not be put to a new trouble, and to the end also, that knowledge of Orders be not kept back too long from either party, but may presently appear at the Office.

Where a cause hath been debated upon the hearing of both parties: and opinion hath been delivered by the court and nevertheless, the cause referred to Treaty: the *Registers* are not to omit

the opinion of the Court in drawing of the Order of Reference, except the Court do specially declare, that it is to be entred without any opinion either way.

In which case, nevertheless, the *Registers* are out of their short Notes to draw up some more full remembrance of that which passed in Court to inform the Court if the cause come back, and cannot be agreed.

The *Registers* upon delivery of the draught of any Order, unto the counsel of either party, are not to respect the interlineations, or alterations of the said Counsel (be the said Counsel never so great) further then as to put them in remembrance of that which was truly delivered in Court; and so to conceive the Order upon their Oath and duty, without any other or farther respect.

The *Registers* are to be careful in the penning and drawing up of *Decrees*; and especially in matters of difficulty and weight; and therefore when they present the same to the Lord Keeper, or Lord Chancellor, they ought to give him understanding which are such *Decrees* of weight, that they may be read and reviewed

viewed, before his Lordship sign them.

Decrees.

THE *Decrees* or dismissions made or granted in the Roles, and those that are made in Court at Westminster on Wednesdaies or Frydaies, when the Lord Keeper is not present (being drawn up) are first to be signed by the Master of the Rols, or the Judge that sat at the hearing of the cause, and then presented to the Lord Keeper to be likewise signed; which being done, then the same are to be enrolled.

NO *Decrees* shall be reversed, altered or explained, being once enrolled, but upon Bill of Review; and no Bill of Review shall be admitted, except it be upon errour in Law, appearing in the body of the *Decree*, without farther examination of matters in fact or he shall shew some new matter which hath risen in time after the *Decree*, and not any new proof, which might have been used when the *Decree* was made.

Nevertheless, upon new proof which is come to light since, and after the *Decree* made, and could not possibly have been
been

been used at the time when the *Decree* passed, a Bill of *Review* may be granted by the special License of the Court, and not otherwise.

Also upon a Bill of *Review* the party Complainant is to put in security before one of the Masters of the Court, to stand to and perform the order of the Court, upon the hearing upon such Bill of *Review*.

In case of mis-casting, being a matter Demonstrative, a *Decree* may be explained, and reconciled by an Order without Bill of *Review*.

Where note, that by the word *Mis-casting*, is not intended any pretended *Mis-casting*, or mis-valuing, but only error in the Auditing, or numbring.

No Bill of *Review* shall be admitted, or any other new Bill to change matter decreed, except the *Decree* first obtained, be performed: And if it be for Land, that the possession be yielded: If it be for money, that the money be paid: If it be for evidence, that the evidence be brought in; and so in other cases which stand upon the strength of the *Decree* alone.

But if any act be desired to be done, which

which extinguisheth the parties right at the common Law (as making of Assurance and Release, Acknowledging of Satisfaction, Cancelling of Records or Evidence, and the like) Those parts of the Decree are to be spared, until the Bill of *Review* be determined: But such sparing is to be warranted by publick Order made in Court.

No Decree shall be made upon pretence of equity, against the expresse provision of an Act of Parliament.

Nevertheless, if the construction of such Act of Parliament, hath for a time gone one way in general opinion and reputation; and after by a later judgement hath been controlled: Then Relief may be given upon matter of equity for cases arising before the said Judgement: because the Subject was in no default.

Imprisonment for breach of a Decree is in nature of an *Execution*, and therefore the custody ought to be straight, and the party not to have any liberty to go abroad, but by special license of the Lord *Keeper*, or Lord *Chancellor* being: But no close imprisonment is to be but by expresse order for wilful and extraordinary Contempts and disobedience, (as hath been used.) In

In case of obstinate disobedience ; in the breach of a Decree, an *Injunction* is to be granted , *Sub-pœna* of a summe : and upon *Affidavit* , or other sufficient proof of persisting in contempt, Fines are to be pronounced by the Lord *Keeper*, or Lord *Chancellor* in open Court, and the same are to be estrated down into the Hannaper by special Order.

In case of a Decree made for the possession of Land , a Writ of *Execution* goeth forth , and if that be disobeyed, then *Process* of *Contempt*, according to the course of the court , is to go forth against the person unto the Commission of Rebellion ; and then a Serjeant at Armes by special Warrant : and in case the Serjeant at Armes cannot find him, or he be resisted, or if he upon his commitment do persist in his disobedience, an *Injunction* is to be granted for the Possession, and in case that it also be disobeyed, then a Commission is to be made to the Sheriff, to put his adversary into possession.

Where the party is committed for breach of a Decree , he is not to be enlarged, until the Decree be fully performed

med in all things which are to be done presently.

But if there be other parts of Decree to be performed at dayes or times to come: Then he may be enlarged by order of the Court, entring into Recognizance with Sureties for the performance *de futuro*, but not otherwise.

Where causes come to hearing in Court, no Decree bindeth any person, who was not served with Process *ad audiendum judicium*, according to the course of the Court,

No Decree bindeth any one that cometh in *bona fide*, by Conveyance from the Defendant before the Bill exhibited; and is made no party either by Bill or by Order.

But where he comes in *Pendente lite*, and while the Suit is in full prosecution and without any colour of allowance, or privity of the Court; there regularly the Decree bindeth.

But if there were any intermission of suit, or the Court were made acquainted with the conveyance, the Court is to give order upon the special matter according to Justice.

Where a Decree made for a Rent to be

be paid out of Land, or a sum of money to be levied upon the profits of Land; there a *Sequestration* of the same Land being in the Defendants hand, may be granted upon the *Decree*.

Where the *Decree* of the *Provincial* counsels, or the Court of *Requests* or the like, are by contumacy or other means interrupted: there the Court of *Chancery*, upon a Bill preferred for corroboration of the *Decrees* of that jurisdiction shall give Remedy.

Where any cause come to hearing here which hath been formely decreed in any other of the Kings Courts of Justice at Westminster: such Decree shall be first read and then this Court shall proceed to hear the rest of the evidences on both sides.

Decrees upon Suits brought after Judgement shall contain no words to make void or weaken the Judgment: But shall only correct the corrupt conscience of the party, and rule him to make Restitution, or to perform other acts according to the equity of the cause.

Bill of Review.

D*ecrees* are not to be reversed, altered, or explained, being once enrolled, but upon *Bill of Review*.

Bill of Review shall not be admitted except the Decree be first obeyed and performed.

No *Bill of Review* shall be put in, except the party that prefers it, enter into *Recognizance*, with sureties for the satisfying of costs and damages for the Delay, if it be found against him.

Reference, Report.

NO *Reference* upon a Demurrer, or question touching the Jurisdiction of this Court, shall be made to the Masters of the *Chancery*, but such Demurrer shall be heard and ruled in the Court, or by the Lord *Keeper*, or Lord *Chancellor* himself.

For the confirming or ratifying of any *Report*, No Order shall be made, without day to be given by the space of a Seven-night (at least) to speak unto it in Court.

No

No *Reference* shall be made to any Master of the Court, or any other Commissioner or Commissioners, to hear and determine, where the cause is gone so far as to examination of witnesses: Except it be in special cases of parties near in blood, or of extreme poverty, or by consent.

And generally, *References* of the state of the cause, are to be sparingly granted; except it be by consent of the parties.

No *Report* shall be respected in Court, which exceedeth the warrant or the Order of *Reference* which leadeth it.

The Masters of the Court are required, that by report they do not certify the estate of the cause; and if they would makes *Breviates* of the Evidence on both sides, which doth little ease the Court; but that they do it with some opinion: or otherwise, in case they think it too doubtful, to give opinion there; And thereupon they are to make such special *Certificate*, and the cause is to go on to a judicial hearing, without respect had to the same.

If both parties consent to a *Reference* for the examination of Accomps

to make the Cause more ready for hearing, it may be granted. But generally matters of Accompt, excepting in very weighty Causes, are not fit for the Court, but are to be prepared by Reference, with this provision nevertheless: That the Causes come first to hearing, and upon the entrance into a hearing, they may receive some direction, and be turned over to be considered and prepared.

The like course of Reference is to be taken for the examination of Court Roles upon any Customes; and the Copies shall not be referred to any one Master, but to two Masters at the least.

No Reference shall be made of the Insufficiency of any answer, without shewing of some particular points of the defects thereof, and not upon surmise of the Insufficiency generally.

If a Complainant take exception to a Defendants Answer, he must deliver his exceptions to the Defendants counsel or Attorney; And if the Defendant within eight dayes amend his answer, he is to pay no costs; but if he do not, then a Reference is to be had to a Master of the Court, and if he

report the Answer insufficient, then the Complainant may take out two *Subpoenas* against the Defendant, one for twenty shillings costs, and the other to make a better answer.

Where a Trust is confessed by the Defendants Answer, there needeth no farther hearing of the cause, but a Reference presently to be made of the Accompts, and so they are to go on to the hearing of the Accompts.

Dismission.

WHere Causes are dismissed upon full hearing, and the Dismission signified by the Lord Keeper or Lord Chancellor, and inrolled, such Causes shall not be retained again, neither shall any new Bill be admitted, except it be upon new matter, like unto the case of the Bill of Review.

In case of all other dismissions, which are not upon hearing of the Cause, if any new Bill be brought, the Dismission is to be pleaded; and after Reference and Report of the Contents of both Suits, and consideration taken of the Cause or Causes of the former Dismission

sion: the Court shall rule and order the Retaining or Dismission of the new Bill, according to justice, and the nature of the Case.

All suits grounded upon wills *Nuncupative*, Leases *parol*, or upon long Leases, that tend to the defeating of the Kings Tenures, or for the establishing of the Perpetuities; or granted upon Remainder over unto the Crown, to defeat Purchasers; Or for Brocage or Rewards to make marriages; Or for bargain at play; or Wagers for bargains for Offices, contrary to the Statute of the second of *Edward 6.* Or upon contracts for usury or Simony, are regularly to be dismissed upon motion, if they be the whole matter of the Bill; and there be no special circumstances to move the Court to allow them a proceeding.

And all suits under the value of ten pounds, are regularly to be dismissed.

Dismissions are properly to be prayed and had, either upon hearing, or upon Plea unto the Bill, when the cause comes first into the Court.

But Dismissions are not to be prayed

D 2

after

after the parties have been at charge of examination of witnesses, except it be upon special cause.

If the Complainant discontinue prosecution, after all the Defendants have answered, above the space of one whole Term, the cause is to be dismissed of course without motion.

But after Replication is put in, the cause is not to be dismissed without motion and order of the Court: and that motion is not to be made till four Termes after the Replication put in, and that in case there have been no proceeding after the Replication, either by Motions, References, examination of witnesses, or the like.

For double vexation, the cause may be dismissed.

Where causes are removed by special *Certiorare*, upon a Bill containing matter of equity, the Complainant is upon Receipt of his Writ, to put in Bond to prove his suggestions within fourteen dayes after the Receipt, which if he do not prove, then upon certificate from either of the Examiners, presented to the Lord Keeper or Lord Chancellor, the cause shall be dismissed
with

with costs, and a *Procedendo* shall be granted.

Demurrer.

D*Emurrers* and *Pleas* which tend to the discharging of any suit, shall be heard first upon every day of Orders, that the Subject may know, whether he shall need to give further attendance or no.

A Demurrer is properly upon matter defective contained in the Bill itself: or foraign matter.

But a Plea is of foraign matter, to charge or stay the suit. (as)

That the cause hath been formerly dismissed.

That the Complainant is out-lawed.

That the Complainant is excommunicate.

That there is another Bill depending for the same cause.

Or the like.

And such Plea may be put in without Oath, in case where the matter of Plea appears upon Record, but if it be any thing which doth not appear upon Record, then the Plea must be put in upon Oath.

The Proceedings of the

No Outlary shall be allowed, without pleading Record *Sub pede Sigilli*: Nor Plea of Excommunication without the Seal of the Ordinary.

Where any suit appeareth upon the Bill to be of the nature of any of those which are regularly to be dismissed, according to the Order beforementioned, the said Order is to be set forth by way of Demurrer.

Answer.

W Here an Answer shall be certified to be sufficient, the Defendant is to pay costs.

And if a second Answer be returned insufficient in the points before certified for insufficient, then he shall pay double costs.

And upon the third like case, treble costs.

And upon the fourth, quadruple costs, and then to be committed also till he shall have made a perfect and sufficient Answer, and he shall be examined upon Interrogatories, touching the points defective in his Answer.

But if any Answer be certified to be suf-

sufficient, then the Complainant is to pay costs.

No Insufficiency of Answer can be taken hold of, after Replication put in, because it is admitted for sufficient by the Replication.

An Answer to a matter charged as the Defendants own fact, must be direct, without saying, that *It is to his remembrance*, or *as he believeth*, if it be laid down to be done within seven years before.

And if the Defendant do deny the Fact, then he must traverse it directly, and not by way Negative pregnant.

As if a Fact be laid to be done with divers circumstances; the Defendant may not traverse it literally, as it is laid in the Bill: But he must traverse the point of substance.

So as if he be charged with the receipt of an 100 pounds, he must traverse that he hath not received an 100. l. or any part thereof. And if he have received any part of it, he must set down what part he hath received.

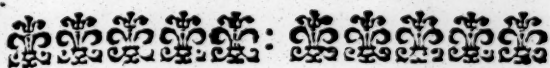
If a Hearing be prayed upon Bill and Answer: the Answer must be admitted to be true in all points.

And a Decree ought not to be made, but upon hearing of the Answer read in Court.

Where no Counsel appears for the Defendant at the hearing, and the Process appears to have been served, the Answer of such Defendant is to be read in Court.

No new matter is to be contained in any Replication, except it be to avoid matter set forth in the Defendants Answer.

The



*The Fees of Proceeding in
Chancery follow.*

S*ub-pæna* Writ to answer, 2 s. 6 d.
If there be three in the *Sub-pæna*,
you pay six pence the more, *tot.* 3 s. 4 d.

This *Sul-pæna* may be served in any
liberty whatsoever, so cannot an At-
tachment.

The Attorneys Fee, 3 s. 4 d.

The Attachment where the Defen-
dant appeareth not. 2 s. 10 d.

The breaking of it up with the She-
riff. 2 s.

The Return of that Attachment. 4 d.

The Proclamation of Allegiance up-
on the same. 2 s. 10 d.

The breaking of it up with the She-
riff. 2 s.

The Return of that Proclamation. 4 d.

The Commission of Rebellion, 18 s. 2 d.

The Rule which the Complainant
gives to the Defendant to make an-
swer by a certain day, in case where
the Defendant doth appear. 4 d.

As

The Attachment, Proclamation, and Commission of Rebellion, as in case aforesaid.

A Joynt Commission to examine Witnesses in the Countrey, 7 s. 10 d.
For which the Plaintiff payes, 7 s. 10 d.

And the Defendant, 6 s. 8 d.
Besides the Term Fees of 3 s. 4 d. per peice.

A Commission *ex parte*, to examine Witnesses in the Countrey, 7 s. 10 d.

For examination of the first Witness here before Examiners, 2 s. 6 d.

For every Witness examined afterwards, 2 s. 6 d.

For drawing of the Replication, if it be done by Counsel, as in case for the Bill, *as for the Bill*.

For the Rejoynder, the like.

If there be no new matter in the Replication of the Rejoynder, your Attorneys Clerk will draw them for you of Course, for some small matter. *as you can agree*.

For the Copies of the Depositions of any Witnesses returned by Commission, 8 d. every sheet.

For Copies of Depositions taken
in

The Fees of the

in the Examiners Office. 12 d. a sheet.

For a motion in Court, Counsel Fee.

For the drawing of the Order there-
upon *cum Cop.* 3 s. every side.

For entring of the Order, every
side, 6 d.

Fees of an Injunction follow.

INjunction in all *Viis & modis*, 1 l.
2 s. 6 d.

Fees of a Decree follow.

FOR a Decree the drawing, &c. as in
case of an Order.

Sub-pœna to Testifie. 2 s. 6 d.

Sub-pœna to Rejoyn. 2 s. 6 d.

Sub-pœna to Hear Judgement. 2 s. 6 d.

For getting the Hearing to be set
down, as you can agree with your
Attorney.

For the Rules to publish the witness-
ses, being four. per piece. 4 d.

Besides four pence a piece paid for
entring in the Register. 4 d.

For Copy of Replication, Rejoyn-
der, Rebutter, and Subrebutter, as for
copy of Bill or Answer, as aforesaid
for Bill and Answer.

Sub-

Sub-pœna super ordinem, to shew cause.
s. 2 d.

Sub-pœna of Ducas tecum. 7 s. 2 d.

Sub-pœna De executione ordinis. 10 s.

The Charges of a Supplicavit in Chancery.

Item, the Oath. 4 d.

Item, the Supplicavit it self. 5 s. 6 d.

Item, the warrant upon it. *vic.* 2 s.

Item, or the *Certiorare* to certifie the
bond taken upon it. 2 s. 6 d.

The Charge of a Superfedeas in Chancery.

To the Master of the Chancery for
taking of his Bayl, 2 s.

For the warrant. 2 s.

For the Writ. 5 s. 6 d.

For the allowance of it. 2 s.

The said Fees be only of the case of a
single person, and for the peace only.

But if it be of more persons, or for
behaviour, as well as the Peace, then
the charge is accordingly enlarged.

FINIS.



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The Transactions of the high
Court of Chancery, both by
Practice and President, &c.

ACTIONS.



Omnia Chancery contra Chan-
dois, the Court ordered
that an Action of Trespas
shall be tried in any for-
raign County in July 37.
Eliz. Regine.

¹¹
Actions
of trespas
tried in a
forraign
County

Barlow contra Wogan, in 8. Jac. li. A.
fo. 186.

The like between *Tigh* and *Tigh*, in
Hillar. 15. Jac. Regis.

Page cont' Page, li. A. fo. 74. *Eliz.* 44.
& 45.

Berreston contra li. B. 40.
Eliz. fo. 724.

Mulcaster cont' Mulcaster, Pasch. 44.
Eliz.

Gregson cont' Everard, in *Trin.* 21. Jac.
Regis.

Comes Bedford cont' Russel, further
part

part of the County, in 3 *Car. Reg.*

Dominus Windsor contra Wright, in *Pasch. 2. Car. Regis.*

Flood contra Tracie, in *Mich. or Hill. 5. Car.*

Ilfley contra Dom. Parham. in 32. *Eliz. li. B. fo. 839.*

Circuit of
action plea-
ded.

Kirkham contra Saunders, Circuit of Action, the Defendant not prohibited to plead several leases for defence of his title in 34. *Eliz. li. A.*

Owen contra Lort, an Action of Travers tried in a forraign County, in 10. *Car. Regis.*

3.
Act of
Parliament

Acts of Parliament.

Bowes contra Comitens Northumbrie, concerning the relation of an Act of Parliament.

3.
Accompt.
A Mer-
chants Ac-
compt per-
fected whe-
ther with-
in the Stat.
&c.

Accompt.

Lymley contra Garret, when Merchants and Co-traders have made an Accompt, they shall not be compelled here to make anew Accompt, 12 *Car.*

Sands contra Bladwell, Merchants Accompt. Whether an Accompt perfected, shall be within the compass of the Statute of limitation of Accompt, 13. *Car.*

4.
Admission.
A. Lord to
admit a Te-
nant,

Admission.

Lunsford contra Popham, a Lord to admit a Tenant, 23 *Jann. 14. Jac.* New

Newby contra Chamberlaine, the Court compels a Lord to admit a Tenant, in *Mich. or Hillar. 5. Car.*

March cont' Gage eod' to admit a Tenant.

Gravener cont' Rake, the Court compels the Lord to admit a Tenant Copyholder to sue at law, without any forfeiture of his Copihold, in *Mich. 31. & 32. Eliz. fo. 21.*

Advantage.

Comes Pembroke contra Hacker, no advantage to be taken at law, notwithstanding the Statute of limitation, 10. *Car.*

5.
No advantage to be taken notwithstanding the statute of limitation.

Advowson.

Magister Coll' Emanuel' cont' Ewens, concerning an Advowson which passed but by general words, Decreed in Equity, in *Hill. 21. Jac. li. A. fo. 572.*

6.
Advowson.

Affidavit

Hill cont' Tiller, upon a Certificate from the Mayor of a Town under the Common Seal, that an Affidavit was made before him for serving of Proces, an Attachment was awarded, in 19 *Eliz. fo. 63. B. A.*

7.
Affidavit.

Agreement.

A draught of an Agreement before the Commissioners Decreed, notwithstanding the Defendant refused, *Inter Pope & Mason, 11. & 12. Eliz. fo. 321.*

8.
Agreement made before Commissioners Decreed.

Smith cont' Gouch, A man that marries the Executrix of one that makes an Agreement, shall be as far bound, as he himself that made the Agreement. *Trin. 40. Eliz. li. B. fo. 118.*

Agreement to convey lands in raylthough imbezilled decreed.

Bates contra Heard, there was agreement between the said parties, that lands should be convey'd in tayl, that the same being taken away, was confirmed by Decree to be performed according to the said Articles, in *Maii 11. 7 ac. li. A. fo. 864.*

Throckmorton contra Dom. Throckmorton, Articles of Agreement decreed by the Judges advice, in *Novem. 7. 7 ac. li. B. fo. 301.*

Wadbroke cont' Cheeke, an Agreement for surrendring of a Copihold (though made when the party was in prison) upon Bonds for performance thereof, in *3. Car.*

Foster cont' Eltonhead, an Agreement decreed, & *Benther cont' Denton. 25. Eliz.*

Kinnerfley cont' Waller, concerning examination of some parties to a Joynt stock, after an Agreement made by some other parties, *3. Car.*

Erby cont' Evans, concerning a promise or bare Agreement in *Mich. or Hillar. 5. Car.*

Penniston cont' Com' Down, concerning Articles of agreement, and would avoid

an Estate upon pretence of no delivery,
Decreed in *Mich. or Hillar. 5. Car.*

Pollington cont' Pollington, about 6. *Car.*

Owen cont' Dean, the Defendant got an assurance of Lands of one in Remainder of an Estate by Fine, contrary to an Agreement made to him that had the Remainder, & the Plaintiff decreed notwithstanding that the Defendant should reasssure it to the Plaintiff in *Nov. 4. Jac.*

Agreement for a Custom binds a Purchaser: if by threats otherwise.

Spicer cont' Dockwray, an Agreement for a Custom shall bind a Purchaser or Heir, 12. *Car.*

Plowden cont' Marsham, if Agreement be compelled by threats, it shall not bind, in *Hillar. 3. Car.* look tenth of *June 1602.* the contrary between Lord and Tenant.

Moyls case cont' Horne and others, by reason two hundred pounds was deposited towards payment, decreed.

Agreement or promise to pass lands of Inheritance.

Winkinson cont' Dean, *Mich. 2. Car.* which afterwards passed away against the Buys, because notice of Agreement.

Fithing cont' Portman, 43. *Eliz.*

Aubery cont' Concerning an agreement made by a Joyntenement, in 6. *Car. li. B.*

Page cont' Bishop, concerning an Agreement in 8. *Carol.*

Alven.

9.
An Allien
cannot sue.

Proud cont' Proud, a Demurrer because an Allien cannot sue, and because a Legacy given one in *ventre sa mere*, look the Judges Certificate, in 14. *Car.*

Allowance.

10
Allowance
to children
where there
is none by
Will.

Bright cont' Chappel, children allowed seven or eight pounds *per centum* for their Education, where there is no allowance by the Will in 5. *Car.*

Fisher cont' Valence, the Defendant to allow damages for profits received, in *Mich. 3. Carol.*

Dorrington cont' Skinner in 8 *Carol.*

Charlish cont' Iliffe, Eight pounds *per centum* look whether the Mortgage was before the Statute of 21 or since, it was for a Portion, *Ju. 3. Car. fo. 268.*

Annuities.

11
Annuity

Fage, cont' Waller, A Lease devised to one, out of that, there is by Will Annuities given, one of the Annuities dyed, one other of them claimes that Annuity by Administration, Decreed against the Executors 20. *Octob. 1631.*

Annuity
devised
out of lands
good, &c.

Baynham & Newland cont' Guche, an Annuity devised out of lands holden in *Capite* to charitable uses, holden good notwithstanding the statute of 44. *Eliz. li. 1. fo. 520.*

Jesus

Jesus Colledge case in court of Wards
in 13. *7ac.*

Gardiani de Eltham in June 15. *7ac.*

Aldsey cont' Place, a case made in *Mich.*
2. *Car.*

Major de Reading cont' Lane, gift to
poor, because no Corporation voyd, yet
relieved in 42. *Eliz. A. fo. 706.*

Pavier cont' Pavier, on Annuity granted,
but because the lands are not chargeable
at law, this Court will not in equity, but
decreed to be paid in 14. *Car. fo. 213.*

Wiard cont' Moss, an Annuity intailed
thought not good, in *Hill. 15. Car.*

Answers.

Toy enforced at the suit of *Kirk*, to set
down upon his Oath, whether his Lease
was expired or not, 25. *Eliz.*

Mildmay was not enforced by Answer
to the Bill of *Cary* and *Coxington*, to dis-
cover a Forfeiture to his own hurt, 32.
& 33. *Eliz.*

Persons of a Corporation charged as
private persons, answered upon Oath.

Warr' cont' Societatem Felmakers, in
20 or 21. *7ac.*

Gowen cont' Taylor. 38. & 39. *Eliz.*
The Defendant being in prison would
not answer, therefore the Plaintiff was
admitted to proceed to proofes.

Annuity
intayled
thought
not good.
12
Answers.

The De-
fendant
not infor-
ced to an-
swer to his
own hurt.
The plain-
tiff admit-
ted to
proofes,
because
the defen-
dant be-
ing in pri-
son would
not answer

Bicket cont' Waller, 28. Novem. 40. *Eliz.*
 The Defendant being in prison, and not
 in the Fleet, would not make a better An-
 swer though two *Sub-pœna's* were served;
 my Lord Keeper said, Let that be depo-
 sed, and he should be shut up close priso-
 ner in what prison soever he was. *Butt*
cont' Ward, the Defendant enforced to
 answer without his wife, 28. *Eliz.*

Elizabeth Brereton cont' Hart, *Mich.*
 1587. the like.

Kirkham cont' Saunderson, *Saunderson*
 having two Leases, was allowed to stand
 by Answer upon them both, and not re-
 strained to one at his peril, *Hilar.* 35. *Eliz.*

Burgony cont' Machell, the Defendant
 divided his title by a Lease & Assignment
 which was before his knowledg, & there-
 fore pleaded that he heard say, that such
 a Lease and Assignment was made; The
 Master of the Rolls was of opinion, be-
 cause it was anothers act, the oath is, that
 he thinks it to be true; The Defendant
 might have pleaded directly, that they
 were made as he thinketh, 37. *Eliz.*

Rotheram cont' Saunders, the Defendant
 answered, that he had no Evidences be-
 longing to the Plaintiff, that Answer was
 disallowed, because the Defendant there-
 in will be his own Judg, whether they be-
 longed

longed to the Plaintiff or not. And therefore he was ordered to answer what he had, and to bring them to be viewed to whom they belonged. *Pas. 37. Eliz.*

A mans own acts must be answered directly upon oath, in the affirmative or negative, without Traverse. As Master Justice *Beaumont* held in the Case of *Williams & Leighton*: 38. *Eliz.*

Standen cont' Bullock, the Defendant, forced to set down to whom he assigned his Lease, because otherwise the Leasor would have no action of Wast, and to set down the names of the persons, whom he had caused to fell trees, whereby the Leasor might have his action against them, 38. & 39. *Eliz.*

Wilcox & Yates cont' Fisher, after Replication a better Answer ordered, 38, & 39. *Eliz.*

Whether a License to assign a Lease were granted or not, being but three years past, the Defendant ordered by my Lord to answer directly, & not to his Remembrance. *Oswald con' Pennant*, 38. & 39. *Eliz.*

Part of the title omitted out of the answer, and the Defendant would have put in a second Answer with the full title, & my Lord said not for all that he is worth. *Ward & Colmer*. 1597. & 40. *Eliz.* & *Dacres & Stanhop*, eod.

Harbert cont' Morgan, 1597. the Defendant ordered to set down his Term certain.

The Defendant could not answer certainly what consideration he had a Lease for twenty years past, and not confessed it directly, but my L. said it was a crafty Answer, for he said directly that it was not upon trust, and it was of good value. *Randal* was Plaintiff in 1597.

Willoughby contra Dom. Wharton, she appointed to answer upon oath, & not upon her honour, and so they ought to be sworn as witnesses (as my Lord held) or else no Attaint lyeth, if the Jury do not according to Evidences, 1597.

Michelemt' Webb, 1. Novem. 4. Eliz.

The Defendant by Answer accuseth himself and fellow Defendant, & is believed against himself, but not against his fellow. Whether a Joyntenant should be enforced by law to disclose a partition in the life of his Fellow. *Best cont'* did, two Orders in 22. or 23. *Eliz.*

Cromer cont' Penniston, in 39. & 40 *Eliz.* doubted.

Infants to
answer up-
on oath.

*Infants to answer upon Oath, and bound
by Decree.*

Warberton contra Fanshaw, Mich. 39. Eliz.
li. B. fo. 289. Infants

Infants to answer by Guardian, *Com' Dorset cont' Puckle, in Hillar. li. B. 683. 1361.*

Westerne contra Talpit, 12. Maii 37. Eliz. li. B. fo. 106.

Langley contra Marke, primo Eliz. li. B. fo. 71.

Arch. cont' Collins, 6. Maii primo Eliz. fo. 113. 121.

Phillips cont' Owen-ap-Howel. 2. Eliz. li. A. fo. 121.

Pesthumus Holbie cont' Smith, 18. Jac. 229.

Rivel cont' Com' Salop, the Defendant to answer upon Oath, Mich. 30. Jac. To answer upon oath.

Comes Pembroke cont' Wainman, an Infant of 12 years, but not upon Oath, 3. Jac. li. A. fo. 1051.

Tichborne cont' Edmonds, the Defendant to answer the Bill though excommunicated, 37. Eliz. li. A. fo. 376. Plumton cont' Belloes. To answer though excommunicated.

Philips cont' Benson, the Defendant ordered to Answer a Bill of perjury, 19. Eliz. li. B. fo. 165. To answer a Bill of perjury.

Wolley cont' Long, Pasch. 10. Jac.

Gargrave contra Gargrave, in 1597: the Defendant answered voluntarily. Answered voluntarily.

Jervace & Baxter, Trin. 22. Eliz.

A Report in 39. *Eliz.* between *Rumney* and *Wentworth*.

Trentham contra Kinnerley & Uxor, the Wives answer admitted without the Husbands, he pretended pleading Jurisdiction of Court, 4. *fac. li. B. fo* 90.

2. Defendants one answering and the other refusing shall be bound by the others answer. Ordered to answer though to his prejudice. Criminal causes to be answered unto.

Mathew contra Mathew, two Defendants, one having answered, the other refused, but shall be bound by the others Answer, if the cause pass against them, 7. *fac. fo* 702.

Chester contra Hicks, Hill' 1633. to amend an answer in the mistaking.

Eland contra Cottington, ordered to Answer, though it be to his prejudice by Statute laws, in *Trinit. or Mich.*

4. *Car.*

Wakeman contra Smith, although criminal Causes are not here to be tried directly for the punishing of them, yet incidently for so much as concerneth the Equity of the cause, they are to be answered.

Sir *Mathew Carews* Report in 27. *Eliz.*

Winn contra Swayn, a Commissioner, to Answer Bribery and Corruption, *Trinit.*

6. *Car.*

A Bishop to answer upon oath.

Major *Sarum contra Episc' Sarum*, a Bishop to answer upon oath, 8. *Car.*

Eyre

Eyre contra Wortley, one Defendants answer shall not prejudice the other Defendant, about 3. Car.

Chettle contra Chettle, a Rejoynder and a Commission, the Defendant to amend her Answer, but my Lord saith not to amend an Answer after issue joyned, Mich. 9. Car. Quere further what was determined.

Answer not to be amended after issue joyned.

East contra Bettison, Pasch. 21. Eliz. li. A. fol. 176. an Exchequer man to answer.

Exchequer man to answer.

Menel contra Fenton, cod fo. 231.

Reader cont' Ceble, after a *Dedimus* to answer, liberty to demurr. 9. Car. li. B. fo. 333.

Pridgeon contra Lambe, or *Thorahurst contra Lambe*, 7. Car.

Perry contra Gunter, in Pasch. 2. Car. li. A. fo. 546.

Atton contra Decanum Elye, the Defendant to answer as a Politique body, 9. Car. Quere whether upon Oath.

Portman contra Popham, a wife to answer without her Husband, he being beyond Sea in 11. Car.

A feme covert to answer.

Arrerages.

Saris contra Strudhay, the Plaintiff to have Arrerages before Attornment, 25. Eliz.

13 Arrerages.

Drury contra Drury, concerning how far a Joyntenant shall allow averages before partition, 6. *Car.*

14.
Assign-
ment be-
fore a
Commis-
sion of
Bankrupt
sued out
good.

Assignment.

Yardley contra Knight, a Debt' assign-
ned before a Commission of Bankrupt
sued out good, 7. *Car.*

Knight & Chambers contra Gregorie,
codem.

15.
Assurance.

Assurance.

Kimpe cont' Palmer, in 1594 further
assurance not demanded within the time
yet in equity ordered to make further
assurance afterwards.

The Wife
to make an
Assurance.

Inter Charrington & Uxor quer' &
Humphrey Defendant. It is ordered, that
the Defendant and his Wife, shall make
an absolute assurance for the extinguish-
ment of her right in the lands, in *primis*
Edw. 6. fo. 306. & in li. C fo. 3019.

Beeston contra Langford, further assu-
rance compelled 1. *Eliz. li. B. fo. 222.*

Attachments.

16.
Attach-
ment a-
gainst
Lords.

An Attachment against the Lord Crom-
well against *Tavernor* about 14 *Eliz.*

The like against the Lord *Dacres*, 32. *Eliz.*
li. A. fo. 65.

An Attachment about June, 37. *Eliz.*
against the Lord *Barkley*, at the motion
of the Countess of *Warr'*.

Keies contra Macher; an Attachment against the wife alone, and not the Husband, for that she would not answer the Bill, *Mich. 4. Jac.*

Attachment against the wife without the husband for not answering.

Farmer contra Fox, because the Defendant maketh Oath, that he cannot answer without sight of Writings in the Country, and then puts in a Demurrer, therefore an Attachment is awarded against him, *Pasch. 21. Eliz.*

Savil contra Slingsby, an Attachment against an Infant, to make him to choose a Guardian, *Hilary. 7. Car.*

Wisham contra Roberts, an Attachment awarded against the Plaintiff, for arresting the Defendant, upon an Attachment in the Court of Requests, against the Priviledg of this Court, the Defendant being formerly a priviledged man, and an Injunction to stay proceedings there, *9. C.*

Attachment against Infant.

Attorney.

Might an Attorney, sued at Law upon an Action of the Case, for confessing an Action without Warrant for one *Hargate*, for whom he had been an Attorney wherefore *Might* sought Relief in this Court, and could not have it in 1595.

Attornement.

Hush & Bloud & Fowler, 36 *Eliz. Trin.* & *Pasch. 36. Eliz. li. A fa. 19. Moor*

18. Attornement ordered.

Dannet

No with-
standing a
Disseisin.

Dannet cont' Blackall, an Attornment ordered notwithstanding a Disseisin, and it was for a Lease, 11. *Car. vel fac.*

Pie cont' Bevil, the Defendant ordered to shew Evidences, to direct what Tenants ought to Attorne, and to discover who is Tenant, 11. *Car.*

Sands cont' Lewes, an Attornment, ordered and arrerages and damages since Rent became due, 11. *Car.*

Vivian cont' Tresayer, notwithstanding no Attornment before *Quid juris clamat*, ordered to go to Law directing a special tryal in it, 14. *Car.*

19
An Award
not to be
decreed.

Award.

Daie, cont' Wood, *Trinit. 24. Eliz.* An Award made, the Defendant recovered money thereby, the Plaintiff would have had it Decreed, could not, because it was not made by any Warrant of this Court.

An Award
concern
ing a lease
to be per-
formed.

Twyn contra Twynn, the Court ordereth an Award or agreement to be performed concerning a Lease and other things, 40. *Eliz. l.B. fo. 463.*

Sands cont' Carvil, in 9. *Car.*

Award vo-
luntary de-
creed.

Car contra Heron, an Award decreed with the advice of the Lord cheif Justice in 22. & 23. *El.li. A fo. 596.*

Hall contra Hocks, in Nov. 38. & 39.

Eliz. it is a voluntary Award

Godde.

Godderick contra Swansell, an Award decreed by this Court, and a man bound, though no partie to the Exchange, 9. *Ac. li. B. fo. 1456.*

Award decreed no party to the Exchange bound.

Bishop contra Bishop, a voluntary Award decreed, but some part being to bind Tenant in tail not to alien, the Court would not decree that, but gives relief against the Award, being to made a perpetuity, and a man not bound to Answer, as to cause him to be Subject to the penalty of a Bond, and the Statute of limitation (as this case stands) is overuled, *Mich. 15. C.*

Colt contra Smith, an Award made by *Cordal* and the Bishop forty years since, decreed against the Succesor for the manner of tithing, *Mich. 21. Car.*

Bail.

A Bail in this Court, or in the Civil Law, is discharged upon bringing in the principal, as he may at the common law.

Archbol contra Barrel, 23. & 24. *Eliz.*

Bargain.

Rogers contra Smith, the suit is touching two Horses, for which the Defendant was to pay by doubling an Oat, demurred because but an action of the case, overuled in 15. *Car.*

Bargain for horses by doubling of Oats.

Fage contra Brown, concerning the buying

For a Lute
by the
strings.

22.

Barrester
being free
of a Com-
pany.

buying of a Lute by the strings, 1. or 2.

Car.

Barrester.

Swallow contra Man, Barrester of the Temple, being free of a company and by his Will disposeth of profits of Lands, how far shall it trench upon the Custom
Pasch. 15. Car.

Bill.

One which had a Covenant to deliver Evidences, exhibited his Bill, supposing certain deeds to remain in the Covenanters hand, the opinion of the Court was, the Defendant needed not to answer, because he should thereby disclose cause of Forfeiture of the Bond. *Wolgrave contra Coe, Mich. 1595. 38. Eliz.*

A Bill to examine Witnesses in perpetual memory touching common not thought fit, but a Bill upon the title, and to examine Witnesses and publication thereupon, & then to go to Law, *Throckmorton contra Griffin, 38. & 39. Eliz.*

The Father complaineth for a Lease which is in the son to the Fathers use. *Pomeroy contra Ford, Pasch. 1597.*

A Bill upon a penal Statute, claying one half to the Queen, and another to the party, disallowed by my Lords opinion. *Coward & West, Trin. 39. Eliz.* though not mentioned in the Order *Clif.*

Clifford contra Adams, 11. & 12. *Eliz.* li. A. fo. 294. the Plaintiff having put in his Bill being misconceived, notwithstanding Answers put in, and proceedings had thereupon, was taken off the File and new put in.

Bill taken off the file and new put on.

Stanley contra Young, *Hillar.* 1590 The Lord Chancellours opinion was, that the old and new proofs should be read upon a new Bill, to prove better matter.

Old and new proofs read upon a new Bill. Bill for money won at dice.

Cromer exhibited a Bill against *Champney*, to be relieved of a Bond made for money won at Dice, the Defendant would have been dismissed, but ordered to answer it, 22. *May*, 38. *Eliz.*

And the like case between *Hubbard* and the Lord *Compton*, about 44. *Eliz.*

Piggot contra Parson, 44. *Eliz.* Because the ground of the Bill is for a Legacy, thought fit to be dismissed.

Bill for Legacy dismissed.

Pennington contra Cook, a Bill to prevent Dower being her Husband was past memory at time of Marriage, but it was dismissed to law, 3. *fac. li. B. fo. 6.*

Hare contra Hide, a Bill preferred against an Infant, and he ordered to answer, *Hillar.* 3. *fac. & Pasch. Prox.*

Scoble contra Holman, if the Plaintiffs Bill were exhibited before Judgement, the Defendants proceedings to itay, or else not, 38. *Eliz. fo. 70.*

No Bill of
Revivor
after Mar-
riage.

Vaux contra Dowel, 39. *Eliz. lib. B. fo.*
132. no Bill of Revivor after Marriage.
Dale contra Dale, the like.

In 25. *Eliz. Sloper contra Bacon*.

Creswel contra Luther, 19. & 20. *Eliz.*
li. A. fo 210. A Bill to find who is Tenant
of land whereby to ground an Action.

No Bill of Review admitted upon new
matter, *Lovegrae contra Webb*, 3. *7 ac.* 259.
Mudget contra Davies, 15. *7 ac. li. B.*

Bill to be
relieved
upon an
escape.

Carnsew contra Coad, a Sheriff preferred
his Bill, to have relief upon an escape of
one that was in execution, *Mich.* 20. *7 ac.*
li. B. fo. 306.

Reynel contra Quintin, *li. A.* 7. *7 ac. fo.*
933. contrary.

Reynel contra Longcastle, Hillar, 19. *7 ac.*
Bell & Farrington, 10. *7 ac. li. B. fo.* 178.

A Bill in
the nature
of an A-
vowry for
Rent.

Casar contra Cater, Pas. 9. *Car.* A Bill
in the nature of an Avowry for Rent,
and service, the Defendant ordered to
set out a place, and stand upon right, or
go to hearing.

Bill to re-
verse a De-
cree a York

Askwith contra Turnor, *Mich.* 1633.
A Decree at York, a Bill preferred in
this Court to reverse it, the matter was
heard at large, notwithstanding any
pleading of the Defendant.

Preston contra Proctar, 2. *Car.*

Boucher contra Barwick Pasch vel Trin.
10. *Car.* *Alex.*

Alexander contra Cresheld, A general and voluntary promise (and no consideration) of the son, to discharge and pay the Fathers debts, where, no advancement by his Father, dismissed, 28 Octob. 7. Car.

Bill a voluntary promise without preferment dismissed.

Cowley contra Anderson, 20 Jac. li. B. fo. 77. the Defendant conveyed land to the use of his Daughters, the Plaintiff married one, & had children by her who are dead, the Plaintiff prefers his Bill to be Tenant by curtesie, but held not so, because the Daughters had Joynt Estates, and so goes to the Survivor.

Bill to be tenant by curtesie.

Clifford contra Laughton, the Plaintiff prefers a Bill in this Court against the Defendant, supposing that more lands passed then was intended, but because the Defendant was a Purchaser upon valuable consideration, would give no relief, 4 Jac. li. B. fo. 340.

Bill pretending more land was intended, yet no relief against the Purchaser.

Kingsmill contra Etheridge, the Defendant sueth for contribution after Judgment, which was assigned for that purpose in June, 20 Jac.

Bill for contribution to a Surety.

Newman contra Lloyd, a Demurrer over-ruled about 20 Jac.

Hill Mil^r. contra Penty, Walsh & al^r. about 17 Jac. another in the Queens time between *Agar and Curson*.

Bill upon
escape not
relieved
here.

Hide contra Burges, upon a Bond, 3 Car.
A Bill preferred to be relieved upon
point of escape, but dismissed.

Brackin contra Dom. Perpoint, 25 No-
vember, 21 Jac.

Reynell contra Darling, 6 Octob. 19 Jac.

Reynell contra Whiting, 14 Maij. 19 Jac.

Bill to
find a Te-
nant to
ground an
Action.

Dom' Kempe contra Risbie, A Bill to
find a Tenant to an Estate whereby to
ground an Action of Dower, in Mich.
2 Car.

For an E-
scape.

Lello contra Lamplugh, concerning an
Escape, Mich. 5 Car.

Tenant *pur*

auter vie
prefers a
Bill, or an
Executor
sues for
land.

Hemming contra Leigh, Tenant *pur auter*
vie, exhibited a Bill, or an Executor
sues for title of land, whether this shall hold
in li. B. Car. 6. about two years after re-
ferred to Master Justice Jones.

For Fees
dismiss.

To set out
bounda-
ries.

Harding contra Tedwell, a Bill for Fees
was dismissed, & *Moor contra Rowe*, 5 Car.

Yelverton contra Rolfe, 6 Car.

Tipping contra Chamberlain, a suit to set
out Boundaries, Mich. 2 Car.

Samuel contra Samuel, a Bill first pre-
ferred in the Court of Requests, and the
same being mistaken there, prefers ano-
ther Bill here, the Defendant pleads the
proceedings in that Court, notwith-
standing over-ruled, 9 Car.

2 Bills, the
first in the
Court of
Requests,
th'o. her

Sucklyn contra Morley, the Bill being to
dis-

discover, what money the Defendant won at Dice or play of the Plaintiff, over-ruled, and an Injunction, to stay suit upon a Bond entred into for the money, 11 Car.

here, the defendant pleads the proceedings there over ruled For money won at dice, &c. To assist a Covenant. In perpetual memory

Dayrell contra Pollard, a Bill to assist a Covenant, 11 Car.

Potts contra Scarborough, the Bill being to examine Witnesses in perpetual memory concerning common reteyned, 11 Car.

Walker contra Lipscombe, for that the Plaintiff sheweth by his Bill, that he hath no Witnesses to prove the same, and the Defendant denyed upon Oath, therefore dismissed, *Mich. 12 Car. li. B.*

dismissed upon Answer.

Read contra Gilbert, a Demurrer put into a Bill for Fees for solliciting to discharge a Tenure done, accordingly yet Demurrer to stand, 12 Car.

Savill contra Timperley, a Bill to be relieved for a way which hath been abolished, a Commission to set it out in 8 Jac. fo. 855.

A Bill for a way.

Rembolt contra James in Mich. 15. Car.

Miller contra Blandist, to be relieved concerning a promise to assure land of Inheritance, but because there was no execution thereof, but only fifty five shillings paid in hand, dismissed in 30

Upon a promise to assure lands of Inheritance dismissed.

Town contra Trahern, a Bill preferred here to stay a suit, brought upon false Imprisonment, in 10 *Jac. lib. A* fo 477.

Arundel contra Drem, A Bill entred into to procure a Marriage, cancelled. A Case between *Cosvenors* and *Comes Suff.* 10 *Jac.*

Ireland contra Jefferey.

Delabarr contra Cox, the Bill to be relieved upon Articles of Agreement, but (because the bargain at Dice) would not decree it, in *Mich.* 14 *Car.*

Price contra Palmer, A suit to reverse a Decree made against a Wife, she consenting to a *Feme Coverts* Answer, shall not bind, in *Mick.* 9 *Car.*

To perform
a Will.

Hire contra Wardal, the Bill is to have a mans Will performed, 9 *July*, 4 *Car.*

Aprice contra Aprice, a Bill preferred for a personal Estate, because he makes an Estate, Title or Interest to himself, dismissed in *Mich.* 13 *Car.*

Gerrard contra Deering, because a Prohibition to stay suit in the Court of Requests, prefers a Bil, and desires Depositions in that Court to be used, *Pasch* 1 *Car.*

To dissolve
a Contract
of mari-
age.

Bateman contra Wells, a Bill to dissolve a Contract of Marriage, and to have Bond up, because the woman denies to have him, *Hillar.* 8 *Car.*

Cotton contra Foster, the Plaintiff prefers his Bill to have the Defendant answer, whether the Contract was to receive more moneys for Interest then warranted, Demurred unto, but overruled, and if found that the Defendant lent it without consideration, then to take the forfeiture in 25 *Eliz.fo.15.*

How far a man must answer.

Walsh contra Marshall, a Bill upon a Recognizance, the Defendant pleads the Statute of Usury, and the same is insufficient, Ordered to put in such a Plea as he will stand unto, 25 *Eliz.li.B fo.28.*

Mallery contra Vintner, a Bill to be relieved upon an Action of the case upon an Accompt, after a Verdict, Judgment, and Execution at Law, referred again to Law, because a Verdict passed upon the Oath of one *Vintner*, who was thought not to have dealt fairly at the tryal, and after, the cause referred to this Court for Equity, *Hill.15 Car.*

Upon an action of the case after a tryal referred again thither, but reserving equity.

Musset contra Crack-place, the Defendant and two more, ordered to conform themselves to an agreement of other Creditors, 11 *Jac.li. A. fo.104.*

Of the nature of conformity.

Many Plaintiffs in one Bill for several causes, and much disliked. *Bristow* and *Parker* in 1590.

24. Bonds an-
tient to be
cancelled. *Garford contra Humble*, Ancient Bonds
put in suit, ordered to be cancelled,
about *Mich. 16. Jac. 169.*

Monson contra Bettison, simile in 5 *Car.*
Hubberstie contra Dunmethalls, Bonds
entred into for Tobacco here cancelled,
Mich. 11 Jac.

For Tobacco cancelled.
Put in suit
ordered not
to proceed. *Pearcy contra Bardolf*, the Defendant
seeks to put a Bond in suit against the
Plaintiff, having married she that pro-
mised not to marry without the con-
sent of friends, Ordered not to proceed
in 32. *Eliz. li. A. fo. 213.*

Released
by the Fa-
ther taken
in the sons
names good
Entred in-
to by mi-
naces, &c.
cancelled. *Simonds contra Lomley*, Bonds released
by the Father, which he had taken in the
names of his sons being Infants, thought
good and allowed in *Hillar. 20 Jac.*

Watts contra Lock, 4 *Car.* Bonds can-
celled which have been entred into per
Menaces, threats, and Imprisonments.

Otby co. Daniel, point of cosenage, bonds
cancell'd & concerning wares, in 5 *Cal. B.*

Wood co. Berry, concerning Bonds given
for resigning a Benefice. My L. Keepers
distinction concerning Simony, in *Tri.*
Car. 6 li. B fo 653.

Snel cont' Still, concerning Bonds to
present to a Benefice, *M. 3. Car.*

Top cont' Roberts, Mich. 12. Car. li. A. fo. 66. the Defendant would avoid the payment of money upon a Bond, because the Plaintiff made a Release the same day after the Bond entred into, relieved here.

For pay-
ment of
mony and
a Release
made all
in one day
relieved,

Wynne con' Swayn, & Man con' Ham, Bonds entred into for performance of an Award, upon non-performance sued, yet stayed by Injunction, 6 Car. li. B.

Levercont' Arfents, 6 C. l. B. Bonds entred into for fees, & Lords favors cancelled.

Colston con' Car. a Misnomer in a Bond no advantage to be taken, 11. Maii 33. Eliz.

Mistaken
no advan-
tage.

Wright con' Moor, 7. Car. A voluntary Bond of 1000l. entred into for no consideration cancelled in the presence of Judges.

A voluntar-
y bond en-
tered into
cancelled.

Arleston con' Kent, Bonds entred into for procuring a Marriage, cancelled Febr. 17. Jac.

For procu-
ring marri-
ages can-
celled,

Gots contra Gibson, Feb. 10. Jac. an Injunction awarded.

Wiseman con' Pascel, the Bond brought into Court, 3. Car.

For first
fruits one
delivered
up.

Trobridges case, 9. Car. Two bonds for first fruits entred into, the first must be delivered up.

Malton contra Pennel, 12. Car. though a bond be forfeited, & money tendred afterwards shall be allowed no use after the tender.

Forfeited,
and after
the money
tendred, no
use from
that time
allowed.

Dom.

Ancient to
bedelivered
up, and can-
celled.

Dom. Cavendish contra Forth, Bonds entred into in 22 *Eliz.* because it was not inventoried, and some money proved to be paid to the Testator, it was conceived the money was all paid, and the Bonds decreed to be delivered up.

For performance of
Covenants
mistaken,
cancelled.

Tisdal contra Danvers, a Covenant that a Meadow was haimable at *May* day, and a Bond for performance of Covenants, that the Meadow was haimable at *April*, the Bond was put in suit upon that Covenant, decreed to be cancelled, in 10. *Jac. li. Af. 231.*

Without
use by the
Father, the
Son shall
have none.
Voluntary
Entred into
to procure
a Pardon.

Archer cont' Bartlet, in 10. *Car.* where the Bond is made without use by the Father, the Son shall be concluded.

Bridges contra Wimbleton, concerning a voluntary Bond entred into, 10. *Car.*

Mainwaring contra James, & Alice, concerning Bonds entred into, to procure a pardon, the Bill and Answer expresseth the Bonds to be without any consideration, and no personal Estate to satisfy, and how far the pardon shall take away the civil action of another, and the Lord Keepers Declaration, if a man enters into a Bond for payment of a sum certain, at a day certain, the Oblige shall not be put to prove the Bond in *Novemb. 1629.*

Broccage.

Sands cont' Greshall, the great cause concerning young Gentlemen being brought in by Londoners. *Hill* 31. or 32. *Eliz.*

Cattel Tythable.

Southby cont' Meer, 5. or 6. *Car.* concerning what manner of Cattel are tithable.

Charitable uses.

Seymor cont' Pauperes de Twisford, Money long since given to a charitable use decreed with Interest, *Trin.* 1634.

Wolrich cont' Inhabitant de Erempton, charitable uses upon the statute of 43. *Eliz.*

Burford contra Pauperes de Suabury, *Trin.* 5. *C.v.*

Slater cont' Phillips, concerning a charitable use, & the Judges Certificate upon the statute of 43. *Eliz.* 5. *C. & Mich.* 2. *C.*

Pauperies de East-Greenstead contra Howard, my Lord declared, that when he had altered or confirmed the Decree made upon the statute of 43. *Eliz.* the Decree is to be perpetual and then to remain in the Pettibag, and it is in his power to make a Decree good, which is defective in 8. *C.* & 10. how far a Purchaser shall be bound.

Hungate experte Inhabitant de Sherborne 3. *Car.* A debt which is a charitable use in Action

25.
Broccage of
Citizens
and Gentle-
men.

26.
What man-
ner of Cat-
tel tithable.

27.
Money gi-
ven to a
charitable
use decreed
with dama-
ges.

Charitable
uses when
confirmed
by Lord
Keeper not
to be alie-
red, and the
Lord
Keepers
powers

Action, was given for the erection of a School, and this was a good appointment within this law.

Steward contra Jermin, 41. *Eliz.* when a Donor appoints lands or goods to be sold for to maintain a charitable use, and doth not appoint by whom the sale shall be made by such as the Commissioners shall appoint.

Hellams Trin. 5. *Car.* a devise to the Company of Leather-sellers *London*, for a charitable use, washolden a good devise.

2. *Jac.* lands in *Graies-Inn-lane*, given to build a School at *Rugby* in *Com'Warr'*, the Commissioners did sit at *Rugby* to enquire, and held not good.

Wingfield 4. *Car.* Mony was given for the good of the Church of *Dale*, and this was ruled good upon these general words.

Kensham 41. *Eliz.* that a Copihold may be charged with a charitable use.

Goff contra Webb, 44. *Eliz.* upon the Will of one *Hunt*, of the Lease of the rectory of *Haines* in the County of *Wilts*, it was resolved by *Egerton* and *Popham*, that a devise of mony be distributed to twenty of the poorest of his kindred shall be a good devise, notwithstanding it doth not appear that he had any poor kindred.

Champion contra Smith, 3. *Jacobi*, one
Ridley

Ridley being seized of Copihold lands in *Barking* in *Essex*, did devise that the Parson and Church-wardens in *Thames-street London*, and four honestmen of that Parish, should sell the land, and employ the money for the poor and charitable uses in that Parish. And it was objected that the devise was void, because the Parson & Church-wardens were not a Corporation to take land out of *London*, nor to sell it for such uses, but it was decreed that the devise was good, and that they had a good Authority to sell the same.

Stoddard 20. *Jacobi*, who devised by parol a yearly rent of 10. pounds *per annum* for ever, out of his house called the *Swan* with two necks, in the old *Jury London*, for the maintenance of two Schollars in *Oxford* and *Cambridge*, and willed that *Hugh le Scrivenor* should put it into writing, which he did accordingly; and this was found by Inquisition, and decreed.

And it was objected, that the Devise was not good, for that a Rent could not be devised by a Will Nuncupative, but the Decree was confirmed to be good, for a Rent may be created and granted without Deed in case of a Petition, much more for a charitable use.

Hire contra Cordal, *Pasch. 4. Jac.* upon the

the Will of one *Thomson*, who being seized of lands in *London*, did devise that it should be sould after the death of his Wife, for Daughters Portions, and made his Wife his Executrix, and it was ruled, that the Executors of his Wife might sell, for land in *London* devisable by Custom before the Statute of Wills, but it was doubted that it had been of lands not devisable by Custom.

Major & Burgensis de Reading contra Lane, in 43. *Eliz.* A devise to the poor people maintained in the Hospital in the Parish of Saint *Laurence* in *Reading* for ever exception was taken that the poor were not capable by that name for no Corporation, yet because the Plaintiff was capable to take lands in Mortmain, and did govern the Hospital: It was decreed the Defendant should assure the lands to the Major and Burgesses for the maintenance of the said Hospital.

Sir Thomas Middleton, *Hillar*. 15. Jac. The Master and Mariners in a voyage to Sea agreed that a ratable proportion should be deducted out of their wages, for relief of such seafaring men, as should be maymed at Sea, and *Sir Thomas Middleton* (being Treasurer for the Navy, Anno 1590.) had paid their wages, and deteyned

ed this money for the maymed sea faring men, & not paid it, and although no certain particular men could claim it, yet it was adjudg'd to accompt for it by this law.

Major Bristol contra Whitton, 9. Car. A mandevise by his Will, money to a charitable use, to be bestow'd for poor people, and the residue of his goods to be employed to such uses as his Feeoffes shall think meet, Devise is good, though it be devised to a Corporation, &c. in 8. & 9. Car. Two Judges Certificate afterwards.

Fisher contra Hill, when no use is mentioned or directed in a Deed, it shall be decreed to the use of the poor, and the Feoffement being made to Gentlemen out of the Town, sought to be avoided, because it ought to be the Townsmen only decreed in 10. Jac. li: B. fo. 238.

Pie contra in 14 Car.

Estcot contra Cook & Mannington, in Mich. 15. Car.

Allex contra Cook Mich. 14. Car.

Peacock cont' Thewer, M. 14. Car. If lands be given to a charitable use, to dispose an overplus, if the Purchasor had no notice, cannot bind him, but if rent issue out of land, the Purchasor must pay it, but will not charge him to pay arrerages before purchase

purchase, nor lay it upon one, nor excuse the other,

Mansel contra Middleton in Mich. 14 Car.
Penniman contra Jennings, Lands given to Church-wardens, void in law, decreed hereabout. 2 Car.

Pember contra Inhabitant de Kington, Whether money given to maintain a preaching Minister be a charitable use, the Lord Keeper, and the Judges did decree (notwithstanding it is not warranted by the Statute to be a charitable use) that the same shall be paid by the Executor to such maintenance, in *Trin. 15. Car.*

Pensterà contra Pavier, A. Deviseeth 20. pounds *per annum*, to a preaching Minister, dyes, leaving lands and Assets, the Defendant will not pay it accordingly, the Court with the Judges chargeth her out of the Assets, to buy lands to perpetuate it in *Trin. 15. Car.* she having but a third part of the lands, and so ought not to be chargeable with any more.

Bramble contra Panperes de Havering, Feme covert makes a Will of 30 shillings *per annum* to a charitable use, out of some of her own lands and (though an award) it shall be paid, and Bonds given to perform the same, yet the Heir is not bound to perform the same in *Trin. 15. Car.*

Windsor contra Pauperes de Farnham, whether after appearance upon exceptions, the Decree may be revived in *Pasch. 2. Car.*

Chose in Action.

Burrel contra Siday, a Devise out of a *Chose in Action*, good in this Court, in *3 Car. li. B. fo. 792.* *Chose in Action good in this Court.*

Roch contra Guntur, Assignee of *Chose in action*, in *Mich. 15. Car.*

Greenville contra Com' Suff. concerning assigning of *Chose in Action*, and disposition of things by a Feme covert, in *li. A. fo. 5. Car.* *Assigned and disposition of things by a feme Coverts.*

Georges contra Chancey, *Mich'. 15. Car.*

Greenville contra Cutteford in Hill 1632.

Seaten contra Ferrers, concerning the assigning of money decreed in *li. B. 22. Jac.* and a second Purchaser ordered to pay the money, although but *chose in Action*, and not privy to the Assignment. *Assignable by this Court.*

Colluder.

Forth, to bring in *Mary Dick* with whom he colluded, the Lord *Audley* and *32. & 33. Eliz.* *29. One Colluder bringing in another.*

Common.

Magister & Societas Christ-Church in Cambridge contra Martin, the Bill concerning title of Common, and the Court Awards a Commission for the distinguishing *30. Common. A Commission to distinguish bonds and means.*

shing the Meats and Bounds in 32. *Eliz.*
li. A. fo. 207.

Sands contra Beal, in Pasch. 20. 7 ac.
fo. 866.

Determin-
ed here
and stint-
ing of cat-
tel.

Tenants of *Dosthorp contra Loveday*,
point of common determined here in 33
Eliz. fo. 400. li. B.

Raremeadow contra Beacle, and stinting
of Cattel in *Nov. 7 7 ac.*

French contra Eyer, in 33. Eliz. concer-
ning Commons, Wafts, and Customes.

Cockaine contra Dom. Howard, for Ap-
portionment of Common, 9 *Car.*

Goodman contra Wood, This Court de-
termines the liberty of Foldage and Pa-
sture, and what number of sheep shall
be kept, 21 *7 ac.*

Hartly contra Dively, a Bill here for
common of Pasture for him and his Te-
nants, common of *Turbary* in the waft
grounds in a Mannor allowed here, in 33
Eliz. fo. 192.

After tryal
at law a
Committi-
on to set
forth Com-
mon.
To be ac-
cording to
the plow-
land, and
Gottages.

Lamot contra Hitch, Whether a com-
mon for sheep lyes now in the Parish of
Melborne or Folmer, though sent to Law,
yet reserving equity, to the end a Com-
mission may be awarded to set it out in
14 *Car.*

Sewel contra Finch, finds that the Town
hath had alwaies Common, and many
Deeds

Deeds speak of use and trust, the Court adjudgeth the Common to be according to the plow-land and Cottages not to be excepted; butt o have a proportionable rate in 2 Car.

not to be excepted.

Tucker contra Coppleston, because the Plaintiff could not prescribe any Title of Commoning in the Wafts, no Relief, in Pasch. 15 Car.

Prescri-
on of Pri-
Common
how far
relieved.

Mole contra Mole, An Argrement between Towsmen concerning stinting and restrayning cattel, and other Orders in the Fields, dismissed in 15 Car.

By lawes
for stinting
of Com.
mon dis-
missed.

Commissions.

Cage contra Elrington, a special Commission to private persons to apprehend one in Contempt, and to bring him to the Fleet, Trin. 3 Jac.

Commis-
sion special
to private
persons.

The parties shall be bayled if good Sureties be offered, or else they shall be sued about 37. & 38. Eliz.

Of Rebel-
lion.

Because the Defendant had set out all Proces of contempt, 1 Ed. 6 fo. 144 or 244.

For pos-
session.

Another for *Lawson*, 37 H. 8.

Evans contra Bingham, 30 Eliz.

Lovis contra Lovis, eod.

Brereton contra Young, about 33. Eliz. Commission to take possession, and apprehend the contemnners.

The Transactions of the

Brocas contra Savage, To put the Defendant in possession.

Wildgoss contra Ragland, 36 Eliz. Because the Defendant stood out all Proces of contempt for not answering, the Bill was taken *pro confesso*, *Denton Mill* was Plaintiff *contra Brown* in Pasch. 11 Jac. li. A. fo. 736.

Another between *Comes Oxon contra Gouch* about 13 Jac. fo. 104.

Comes Hertford contra Gerrard, because the Defendant would not answer the Plaintiffs Bill, it was taken *pro confesso*, 10 Jac. li. A. fo. 371.

Devoreux contra Stephens, Maii 11. Jac. fo. 632.

To examine waists. *Peshal contra Reresby*, A commission to examine Waists in 12. Jac. li. B. fo. 74.

Sacheverel contra Sacheverel, One of the Commissioners letting the Defendant escape, being taken upon a Commission of Rebellion, was to stand committed to Prison, till he brings in the Defendant in *Hillar*. 18. Jac.

To prove whether a child be legitimate.

A Commission out of this court, to prove whether a Child be legitimate, *Cressey contra Hull*, Pasch. 11 & 12 Eliz. li. A. fo. 130. The contrary in 22 Jac. inter *Hobby & Smith*.

Townley contra Clench, or *Clench contra Townley*, about 40 Eliz, *Mul-*

High Court of Chancery.

101

Mullineux contra Mullineux, the Court orders that a Commission shall go forth to set out lands that lye permiscuously to be lyable for payment of debts, in *Feb.* or *Jan.* 14. *fac. li. B. fo. 427.*

To set out lands for payment of debts.

Peckering contra Kimpton, a Commission to set out Coppyhold land from free land which lye obscured, if the Commissioners cannot sever it, then to set out so much in lieu thereof, in *Mich.* or *Hill.* 5 *Car.*

To set out Coppyhold land from Freehold lands.

Lovelace contra Coffin, whether a Commission to answer and examin Witnesses, may in one be concluded. 2. *Car.*

Hopton contra Higgins, A Commission awarded to prove Customes, but parties interessed shall not be examined as Witnesses, in 10 *fac. li. B. fo. 309.*

To prove Customes but parties interessed not to be examined. After Commission on an examiner to go down to examine.

Bartley contra Eyre, where a Commission is awarded to Commissioners to examin Witnesses, and they cannot agree, or where there is an undue carriage, or the Commissioners great, or Witnesses old, the Court awards an Examiner to go down into the country in 1 *Aug.* 41. *Eliz.*

Maton cont^r Culpepper, 25. April, 15 *Eliz.*

Stampe contra Clark, in June 32. *Eliz.*

Commissioners.

Nelson contra Yelverton, Commissioners upon a Commission of Rebellion, letting

12. Commissioners.

The Transactions of the

the partie in contempt go where he list-
ed, ordered to be committed till they pay
the debt, in *Trin.* 18. *fac.*

The like between *Sacheverel* and *Sa-
cheverel*.

Morgan contra Bowdler, Commissioners
to be examined upon occasion of parti-
ality and practise, 9. *Car.*

Norton contra Hodgets, *Trin. Car.* 5.

Commitment.

33.

Commit-
ment, one
delivered, &
after appre-
hended and
committed.

Brasier & Cross, in 39 & 40 *Eliz.*

Wheatley contra St. John, the Husband
and Wife committed in 38 *Eliz. li. A. f.* 63.

Scroop and Steward, the Defendant shut
up close in the Kings Bench, and not to
have *Habeas Corpus*.

Husband
and Wife
committed.

Pope contra Newmon aut aliter, in *Mich.*
22 *fac.* committed to Bridewell.

Cutler contra Barber, the Defendant to
stand committed, till his wife be exami-
ned upon Interrog. 9 *fac. li. A. fo.* 787.

Walker contra Arderne, It was Decreed,
that if the personal Estate of the parties
would not pay all Debts, that a Lease
should be sold for the payment thereof,
and that the Defendant and his Wife
were comitted, because they refused, in
13 & 14 *Eliz. li. B. fo.* 70.

Partridge contra Partridge, a man com-

mitted for terrifying a Witness, which is to be examined at a Commission in *Trin.* 15 *Car.*

One com-
mitted for
terrifying
a witness.

Contribution.

Parkhurst contra Bathurst, Contribution of a Bond in *Mich.* or *Hillar.* 5 *Car.*

34.
Contribu-
tion of a
Bond.

Peter contra Davis in Hillar. 5 *Car.*

Fleetwood contra Charnock, sureties compelled to contribute for payment of debt upon a Joynt bond in *Pasch.* 5 *Car.*

Wilcox contra Dom. Dunsmore, A Demurrer put in upon point of Contribution, over-ruled, 12 *Car.*

Hall contra Offley, how far the Court will restrain a Lord to distrain for rent where he pleaseth in *Mich.* 3 *Car.* But for the present thinks fit that there should be a Contribution.

Contempt.

35.
Contempt

A Defendant at contempt and pardoned, the Plaintiff was enforced to serve a new *Sub-pœna*, to do that which was first ordered. *Young contra Chamberlaine*, *Trin.* 37 *Eliz.*

Sands contra Knighton, one witness sufficient to prove a contempt in *Mich.* or *Hillar.* 13 *Car.*

One Wit-
ness suffi-
cient to
prove a
contempt

Conveyance.

The Plaintiff (depending the suit) conveys over his Interest but in trust, and

36.
Convey-
ance.

yet the Court would hold no longer in his name, *Hill contra Portman*, 1584.

Lands conveyed away by an Ideor ho'pen for him in Remainder.

A Restraint from making a conveyance to children by a second venter.

Rushloy contra Mansfield lands conveyed away by an Ideor, by Fine holden for him in Remainder, being in Fee against a Purchasor, and concerning notice also, *Trin. 10. Jac. fo. 119 or 1190 li. B.*

Ayloff contra Ayloff, the Court restrains the Defendant from making any conveyance to his children by a second Wife, to dis-inherit the Plaintiff being his Grand-child and Heir, and concerning a promise, in *Trin. 12 Jac li. B. fo. 1040.*

One seeks to avoid a Conveyance for want of Livery.

Conquest contra Newdigate, the Defendant seeks to avoyd a conveyance for want of Livery, yet holpen, & Common and Farms whether parcel of the Mannor was sought to be avoided by unity of possession, yet decreed here in *Mich. or Hillar. 9. Jac. li. B. fo. 604.*

Finches Case in *Trin. 41. Eliz.*

Conveyance in trust to Infants being after indebted, inabled to sell the lands to pay debts. Of lands

Grant contra Edes, the Plaintiff made a Conveyance to Feoffes in trust, to the use of his sons being Infants, with several remainders over, the Plaintiff being after indebted, the Court inables him to convey and sell those lands in *Hillar. 18 Jac. li. B. fo. 758.*

Lewis contra Vaughan, the Plaintiff being simple, the Defendant got a Conveyance

ance from him, of his lands, and although the land was sold to Purchasors, and a discent, yet the Plaintiff had the land reassured to him in 4 Jac. li. B. fo. 835.

was obtained, the Plaintiff being simple reassured,

Plasted contra Algood, whether (a Conveyance in trust) a man may dispose of the same by will, or otherwise, in 4 Car.

Dom. Buck contra Paul, in Mich. 5 Car. This is concerning an Office.

Moreton contra Briggs, a Conveyance sought to be avoided for want of livery, relieved, Hill. 16 Jac.

Fitz. James contra Hirsley, a Widow before Marriage, makes a Conveyance to the use of her self to friends, because her Husband shall not have benefit, the Trustees assign this Lease to one for valuable consideration, and though the Husband joyn, shall not prejudice her, but because the Assignee came in upon a valuable consideration, shall keep it till he receive all disbursements, and the wife to have benefit of the same, 32 & 33 Eliz. l. A. fo. 464.

To Trustees by the Wife before marriage to use, who sells the same, though the husband joyn, shall not prejudice the Wife.

Thomas contra Powell, a Conveyance in trust to uses, needs no livery, and concerning Tenants in common, in l. B. 6 Ca.

In trust to uses, needs no livery.

Episcopus Heref. contra Bright & Barkley, A Conveyance made to avoid a Wardship, decreed not to be given in Evidence in Mich. 6 Car.

Dom.

In trust,
and after
sells the
Inheri-
tance.

Dominus Roberts contra Lea, the Defen-
dant makes a Conveyance in trust, and
after sells the Inheritance, the trust shall
go in equity to the Purchaser, in 8 Car.
Lamplugh's Case.

Defective
for want
of livery
decreed.

Paul contra Wilkins, Three Copartners,
one for a valuable consideration sells
this Land, but before Deed executed
dies, decreed against the Defendant, in
Mich. 14 Car.

Defective
intention
supplied.

Cooke contra Cleere, though a Convey-
ance be defective, yet because there was
a full intention to make better assu-
rance, Decreed in 2 Car.

Corpus cum Causa.

37.
Corpus cum
causa.

Subpena Compl' quia Def't. prosecutus
est per Billam Midd'. Ward contra Mar-
ston, 36 H.8. fo. 125.

Coppihold.

38.
Coppy-
hold.

Severance from the Mannor hurts
not, *Gunn contra Buckmaster*, 21 & 22 E-
liz. li. A. fo. 360.

Lands which had gone fifty years al-
lowed, till recovered by Law, *Trin. 27*
Eliz. fo. 630. li. A. Baspoole contra Roberts.

The like 21 Eliz. between *Wrayford*
and *Carew*, for lands enjoyed 60 years
as Coppihold, li. A. fo. 232.

Lands which had gone but five years as

Coppi-

Coppihold of Inheritance, allowed.

Trin. 26 Eliz. li. B. fo. 757. between *Radcliff* and *Rauce*, (though a Mannor) some Coppiholds were but for life, and some of Inheritance, and in 22 & 23 *Eliz.* fifty years possession allowed, between *Freeman* and *Penny*.

A Coppihold granted at a Court kept out of the Mannor, confirmed against the Lord which made it, *Marke contra Snyard*, 25 *Eliz.*

The Father commits a Forfeiture and dieth, the son is admitted as heir by descent, this purgeth not the forfeiture, because the Father dying seised of no Estate, the son cannot be admitted to any, *Smith contra* 30 *Eliz.*

An admission by the Lord, dispenseth, with a former forfeiture, as it was held between *Clerk* and *Wentworth* about 25 *Eliz.* The Father committed a forfeiture the Lord nevertheless seized a Herriot upon his death, and yet would avoid the heirs estate for that forfeiture, which he could not, because the taking of a Herriot, alloweth of a dying seized. *Bacon contra Thuryley, Hillar. 1592.*

A suit to compel a Lord to grant a Licence to let a Coppihold, but because the Defendant said by this Answer, that the Coppihold

Coppihold was forfeited, this Court would not inforce him to grant a Licence, till the forfeiture was examined, *Ballard contra Agard*, about 1592.

Justice *Clench* fuit d'opinion en case inter *Commin & Kingwell & se Coppiholder* prist *marisme* sives lycence, &c. ce' *employ sur son Customary* allow ci' *Dee* relieve in equity, payant un competent fine, in 1591.

A Copyholder can have no Assize of Common against his Lord, but is to be relieved in equity, the Tenants of *Petworth*, and the Earle of *Northumberland*, in 38. & 39. *Eliz.*

Common for Copy-holders and terminors is to be relieved here, *Colcot contra Lea*. 43. *Eliz.* & 38. & 39. *Eliz.*

Rich contra Erth, Judges of opinion, that a Tenant out of the Court cannot take a surrender of a woman covert, for that she is secretly to be examined by the Steward in 38. *Eliz. li. 1. fo. 420.*

Costs.

39
costs.

No costs for a contempt discharged by the general pardon, 27. *Eliz. Fulwood contra Fulwood.*

The Defendant not being served with Proces, found the cause set down for hearing, and attended, and was dismissed with costs, because the Plaintiff was not ready.

ready, *Clayton contra Leigh*, 15 Eliz.

Brothers contra Ringross, Pasch. 25. Eliz.

Brown & North contra Grove, in 36. & 37. Eliz.

A matter put to compromise to be ended by, &c. before the return of the *Subpena*, it was not ended, the defendant got Costs for want of a Bill, and yet not discharged. *Slater contra Finch*, 1596.

Coles contra Champneys, the plaintiff is allowed costs in 7. Car.

Creditors.

Creditors are ordered to compound with their Debtors, for to take a small rate in the hundred. *Mildmay contra Wentworth*, Mich. 11. Jac. committed for suing a Surety.

Bret contra Shurley, in Pasch. 2. Car. For goods of Creditors.

Court Rolls.

Corbet contra Peshall, ordered that Court-Rols shall be brought and shewed to counsel, to shew which is Coppyhold, and which is free-hold, in 12. Jac. li. A.

Covenant.

B. Covenants to levy a Fine to P. of lands given in Marriage with his Daughter at a day, by negligence of payment, the Daughter being dead,

The Plaintiff allowed 20 l costs. Creditors ordered to take low rates.

41. Court rolls, to shew which is Coppyhold, and which Freehold.

42. Covenant to levy a Fine.

P. passed away the lands to Purchasers, but B. ordered to an Estate of 100 Marks, *Hillar. 15. Jac. li. A.*

Relieved
in equity
after time
expired.

Tunstal cont' Lassells, one Covenants and enters into Bond for discharging of Incumberances within a time, none stirred within that time, until afterwards, how far shall bind. A case to be made 2. *Car.*

Ill penned
supplied.

Vanlore cont' Bartlet, A bill to be relieved of a Covenant ill penned, demurred unto, but in regard of some precedent Agreement, over-ruled to Answer, *Mich. 3. Car.*

Councillors Clerke.

41.
Coun- cel-
lors Clerk.

Breame cont' Breame, the Councillors Clerke not to be examined in the cause, 13. & 14, *Eliz. fo. 93.*

Lee contra Markham, the Council of the parties cause, not to be examined in the same cause, 11. *Eliz. li. A fo. 17.*

Thimblethorpe contra Thimblethorpe, the like in *li. B. 6. Car.*

Customes.

41.
Customes.

Customes referred to Law.

Astill cont' Danvers, No. 30. *Eliz. fo. 236.*

Lort contra Hutchin, *Maij. 18. Eliz. li. B fo. 1344.*

Maring & al' tenen' de,

con,

37A

ra Ep' Worr' sibi & suis, made an Estate of Inheritance, & *contra Fines*, 34. *Eliz. li. A. fo. 826.*

Michelborne contra Fines 27 Junij. 33. *Eliz.*

Binxie contra Smith, two years and a half value in *Hill'* 12 Jac.

Weedon contra Stepney, in 28. *Eliz. li. A. fo. 327.* if any Tenant should go about to defraud the Lord of the Mannor, then he to pay a year and a half more.

Tenants de *contra Armstrong*, one years value and not above, to be paid in 40. *Eliz. li. B. fo. 595.*

Corbet cont' Tenants de Beannister in Mich. terme, 21. Jac. half a years value.

Stafford cont' Pasch. in Mich. & Hill' 15. Jac.

Parker cont' Ten' de Eatmister in Mich. 21. Jac.

Sterling cont' Tenants of Burton, a Composition formerly made between Lords and Tenants, ought to bind a Purchasor or an heir, so decreed in *Octob. 40. Eliz. li. A. fo. 434.*

Pincheon cont' Keeling, whether Fines be Arbitrable or not, determined here, and how to ascertain them in 9 Car.

Wingfield cont' Beaford, in 38. *Eliz.* Custom proved of 16 pence an Acre for

custom
certain
proved
admitted.

for Tythe of Wood, and no Wood in kind, yet the Court would not decree Custome.

The opinion of the Court is of advice contrary to the custome of *London*.

Nicholas contra Dutton, 32. *Eliz. li. A. fa.* 677. the Plaintiffe had two sons and two Daughters, if the one Daughter dyed before twenty one, or Marriage, devised by Will, th'other should have her full part, after the Defendant marrying the Survivor, was promised to have both Portions, and made Joynture accordingly, now the sons were preferred in the Fathers life, the Will is voyd in that point because by Custom they should have a part.

Custome
in *London*,
and promise
in
London will
not hold.

A Decree in *Bacons* case of the like.

Hall contra Lumly, a verbal promise in *London* will not hold, and therefore to answer here to that in 11. *Car.* and in *Nov. 13. Car.* Decreed to be good here between those parties, and concerning a Child preferred in Marriage, shall come afterwards into the Orphans Court.

Geborne contra Dutton, the Custom of *London*, whether a child preferred in life time of his father, shall after decease go into hotchpott, an order in it 41, *Eliz. li. A.*

Knivet contra Freeman, because the Bill is for the manner and custome of Tything, dismissed, in 10 Jac. li. B. fo. 322.

Carter contra Bateman, Trin. 6 Car. concerning the Custome of London, how farre a Mortgage shall be put into the state.

Greleeves contra Pope, the question is, whether the Lord of a Mannor, can by the Custome of a Mannor, grant a Reversion for lives, decreed here upon view of the Court Rolls, 31 Jan. 9 Jac.

Topp contra Topp, Deeds of gift made to defraud the Plaintiff of her customary Estate of London, adjudged void, in 40 Eliz. li. A. fo. 522.

Page contra Page, a Decree concerning the Custome of the Province of Yorke, in 13 Car. li. B. fo. 51.

Morris contra Evans, about 5 Car.

Boice contra Wilkinson, and concerning other Customes, in Mich 10 Car.

Carter contra Maund, a Citizen of London, deviseth 3000 l. to his Wife, and 3000 l. to Orphans, and Legacies to divers others, presuming his Estate to be greater then it was, Quere who shall sustain the loss, either the Legatees, or the Orphans shall abate, a Certificate in

Hopton contra Simcotts, in Hillar. 14.

45.

Car.

Damages.

Damage
given for
wast com-
mitted.

Brown contra Dom^r Bridges, Damages
given to the Plaintiff for Wasts commit-
ted by the Defendant, upon the Plain-
tiff's Woods, as much as he was damni-
fied, in 32 *Eliz. li. B. fo. 838,*

Blackenden contra Hidem, 6 Jac. li. A.
fo. 915.

The like, *Hastings contra Cooper, in Pasc.*
4 Jac. And ordered that no ancient Pa-
sture or Meadow ground shall be plow-
ed, 3 *Jac. li. B. fo. 652.*

Damages
allowed
for chil-
drens por-
tions
where no
allowance
by Will.

Horton contra Long, where there is no
Provision by a Will for maintenance,
because the Legacies to be paid after the
debts, yet the Defendant allowed main-
tenance, and to accompt for the profits
of the state as long as it is in his custo-
dy, in 2 *Jac. li. B. fo. 807.*

Barwick contra Barwick, Executors or-
dered to put in good security to allow
five pounds *per centum*, for Education,
and to make good their Portions, 44 *E.*
liz. li. A.

Farrington contra Throckmorton, in Trin.
13 Jac. fo. 987. Mich. following, fo. 99 &
144.

Coriton in Mich. 21 Jac. fo. 37.

Birch contra Chambers, in Maij 11 Jac.
fo. 686.

Argen-

Argentie contra Young, in Nov. 37. Eliz.
Holt contra May, 1 Car. not to put in
 Sureties.

Moulson contra Moulson, Trin. 16.
 Car. Debt.

Cole contra Ferrand, the Plaintiff was
 satisfied of a debt upon word by order
 of Court, before others upon specialty,
 3 Jac. li. B. fo. 238. & 241.

Skeggs contra Smith, whether a Debt
 upon a Recognizance may be Attached
 in London, or whether an Attachment
 made of a Debt in London, may be plead-
 ed in bar of a *Scire facias*, upon a Recog-
 nizance in this Court, it hath been over-
 ruled, in law it cannot, in 38 Eliz. li. A.
 fo. 431.

Halsted contra Little, Debts though
 beyond the Statute of limitations, or-
 dered to be paid, because directed to be
 paid by will, *Hill*. 1632.

Askwith contra Chamberlain, a man
 makes a Debtor Executor, there shall be
 no Extinguishment, but it shall go to the
 Estate, *Hill*. 15 Car.

Englefield contra Nicholas, Lord Keep-
 ers Declaration of the Chancery and
 Exchequer concerning the mediate
 Debt of a Customer, and Receiver to
 the King, & other matters in *Hill*. 15 Car.

46.
 Debt up-
 on word
 satisfied
 before o-
 thers upon
 specialty.
 Upon a
 Recogni-
 zance
 cannot be
 Attached
 in London.

To be
 paid be-
 yond the
 statute of
 limitation
 A Debtor
 is made
 Executor,
 shall not
 drown the
 debt.
 Concern-
 ing a me-
 dia e debt
 of Custo-
 mers and
 Recei-
 vers, &c.

The court
will not
order the
Defendant
to shew
the Cove-
nants or
contents
of his
Lease or
Deed.

Two vo-
luntary
Deeds.
Defective
for want
of Livery.

Deeds.

Saltonstall contra Wilbore, the Court would not order the Plaintiff to see what Covenants, and ending of a Lease or Deed, *Mich. 7 ac. li. B.*

Dominus Darcy contra Allerton, A second Assignment made without consideration being in force, Decreed, 31 June, 1631.

Byden contra Loveden, the Defendant would avoid an Estate for want of Livery and seizin, but because the Plaintiff enjoyed twenty five years; It was Decreed he should enjoy it quietly, 14 June, 11 *7 ac. li. A.*

Barrow contra Barrow, *Mich. 2 Car.* Upon a Deed for want of Livery or Attachment.

Dom. Darcie contra Allerton, two voluntary Deeds, the first shall take place, unless the last be for payment of Debts, *Hill 7 Car.*

Dominus Rex ordered, that a Deed shall be inrolled, though it concerns lands in *Scotland*, or *Ireland*, *7 Car.*

A sleeping
Deed of
Intail not
favoured.

Pountney contra Pilkington, where the Father conceives his land to be Freehold, gives part thereof to a younger son, although an old sleeping intail be set on foot, shall not prejudice the younger son, *18 Car.*

Sin-

Singer contra Bennet, concerning two Deeds made in trust, which shall take place, in 8 Car.

Made in trust which take place.

Row contra Chessick, A Deed for want of Livery, in Mich. 13 Car.

Paul contra Michel, a Deed not inrolled, decreed against the heir, but if any other Estate challenged by survivorship or other precedent Estate, will not bind, in 14 Car.

Not inrolled, decreed against the heir only.

Franck contra Reepe, how far a Defendant shall be compelled to shew a Deed of Intail, and to be examined upon Interrogatories where the same is, Mich. 14 Car.

Pollard contra Hall, in 13 Car. & *Morgan contra Morgan*.

Viccomes Rochford contra Lovel, the Plaintiffs Wife had a deed of gift or grant made to her of sheep, and other personal Estate, but kept the same still in his own hands, and alters the property and dies, and makes the Defendant Executor, and the Testators goods which came to his hands far more then the debt, though the goods were altered by the Testator, yet the goods which came to the Testators Plaintiffs hands, shall be lyable in 3 Car. li. A. fo. 223.

Barkley contra Barkley, my Lords Declaration

ration of a voluntary Deed, how far to hold or not, in *Hillar. 15 Car.*

8

Decree.

Decree.

IN the Judgement Roll of 36, 37. and 38. *H. 8.* there is a Decree to be seen to the effect hereafter mentioned, where *Daniel* and the rest of the Inhabitants of *Crudworth*, in the County of *Warwick*, exhibited a Bill against *Thomas Ardern* for title of Common, and to have certain inclosed lands open. It was decreed that *Ardern* and his heirs should hold the same lands so inclosed, discharged of the Common, because it seemed that the Inhabitants had Common enough besides, and that the laying open the lands called *Martinmas Leyse*, would be a great decay of Husbandry, *Rotal' Judicial' Ed. 6. 2 pars.*, there is a Decree between *Dudley* and his Wife, pretending to be Executors of one *Morgan*, who supposeth himself to be Administrator to that *Morgan*. And because the Plaintiff had not sufficiently proved such Will, and for that the Defendant sued forth his Letters of Administration, therefore all the goods of the Intestate were decreed to the Defendant, allowing Debts, Legacies, and Funeral charges.

P. into 11.

d. 11.

3 Car.

A Decree between *Turner* and *Cooke* Plaintiffs, and *Goddard* Defendant, whereby it appears that the controversie was touching the Messuages or Farm houses, and three hundred Acres of Land in *Haughton*, in the County of *Southampton*, which the Plaintiff supposed to have been Demised to *Robert Tanner*, and which the Defendant claims as Executor unto *Thomas Goddard*, and that because the Plaintiffs proved not the contents of their Bill, and the Defendant made proof of his Answer, therefore the premisses and the Lease thereof made to the Defendants Testator, were decreed to the Defendant against the Plaintiff, and that the Defendant after Midsummer then next, should enter and hold the premises (without Entry to be made by the Plaintiff) till he should recover the same by Action at the common Law, and furthermore it was ordered that the Defendant should be dismissed.

The like Decree in the same Roll between Plaintiff and *Gittins* Defendant, whereby it appears, that the Plaintiff had purchased certain lands of the Kings, whereof he supposed *John Brown* Clerk (to whom the Plaintiff was Executor) had an Abbots Lease, and

the Defendant pretended that the two Messuages and one Yard-land, was letten unto him by Lease under Covenant and Seal for fourscore and one years, and traversed the Plaintiffs title, and the Plaintiff proved not his Bill, and therefore the premisses were decreed to the Defendant according to his Lease, for all the years then to come therein, and the Plaintiff adjudged to pay him sixteen shillings eight pence.

Note that it is decreed to him without any *quousq*; that it should be recovered at law, and without any liberty, to shew better matter in this Court.

The like Decree in that Roll, between *William Messinger Quer**, and the Major and Burgesies of *Gloucester*, touching divers Mannors; Forasmuch as upon the hearing of the matter, the Defendant shewed a Tripartite Feoffment of the premisses, from *John Cook* to the Major and Burgesies, to the use of a Free-school, and other purposes, And because the Plaintiff proved not the matter of his Bill and Replication, therefore the said Mannors and Lands, &c. were decreed to the Defendants and their Successors, to their uses, and that the Plaintiff should by Christmas next, deliver them

them all the Evidences concerning the same.

The like Decree in that Roll between *Thomas Stowel* and *Anthony Capps*, reciting that where the Lord *William Pawlet*, Lord President of the Council, & Lord Keeper of the great Seal, 22 Oct. Anno 5. Eli. 6. because the Plaintiff had not proved his title to the Mannors, &c. decreed the said Mannors to the defendant & his heirs, til the Plaintiff should recover the same at the Common Law, & that the defendant should also have the Arrerages, & 20 s. costs; the Plaintiff being grieved with that Decree, and exhibiting a new Bil to the L. *Rich.* having at the Plaintiffs instance heard the Cause, & given divers dayes to the Plaintiff, to shew what he could to reverse that Decree, did afterwards, because no just cause was shewed, to frustrate or alter that Decree, dismiss the Defendant.

Also a like Decree in that Roll, between *Fich Lewknor*, and Dame *Eliz.* his Wife Plaintiffs, & *Rob. Barwick* Defendant, because the Plaintiffs proved not the matter of their Bill & Replication, & because the defendant proved a Lease to be made to him 6 years since of the Farm of *Ellston*, by one *S Roger Lewknor*, there-

therefore the Defendant was dismissed. And it was further by the Authority aforesaid decreed, that the Defendant should enjoy his Lease, without interruption of the Plaintiffs, or either of them, and the Plaintiffs should pay him forty shillings Costs.

*Rotulo In-
dicial' E. 6.
4 pars.*

A Decree between *Fotheringal* and *Edsington* Defendant, the question was touching certain lands which the Plaintiff claimed by Lease, and which the Defendant claimed as Copihold; And forasmuch as he failed in the proof, and the Defendant shewed his Copy and ancient Court Rolls, proving it to be ancient Copihold, therefore the lands were decreed to the Defendant according to his Copy, against the Plaintiff his Executors and Assignes, till the Plaintiff should prove a better title before the Council at *Yorke*, and yet if the Plaintiff did trouble the Defendant or his Wife at *Yorke*, or any other the Kings Courts, then he should pay five pounds Costs, and the Defendant was then dismissed with twenty shillings Costs presently.

Another Decree in the same Roll between *Gervas* and *Gawen*, to the same effect aforesaid.

The like Decree in the same Roll

between *Westwood* and *Westwood*.

A Decree between *ap-Edward*, and *Trevor*, whereby it appears, that the Plaintiff having first a Decree by default, did counterfeit an absolute Decree, and put the Lord Chancellors name to it, and therefore it was then ordered, that the Defendant and his Assignees should enjoy the lands, and take the profits thereof against the Plaintiff and his heirs, till he or they should prove a better title in this Court.

*Rotul' In.
dual'
Edw. 6.
8 parts.*

Brocas contra Savage, a Decree made for the Defendant, notwithstanding it was alledged by the Plaintiff in respect the possession of the premises was in question, in 31 *Eliz. li. B fo. 295*.

A Decree against the Lessee and all claiming under him, he surrenders to him in Reversion, and he was adjudged to be bound by the Decree for so long time as the Lease should have endured.

He in re-
version
coming
in by sur-
render
bound by
Decree.

Chapman contra Bissow, 23 & 24 *Eliz.* The Tenant in possession wasted the houses because dispunishable, by reason of a mean Estate for life, yet decreed that he should repair two parts in Judgment Roll, *Edw. 6. Vane erant & Eyre*.

Strelley contra Throckmorton, & *Foliamb*, & *Fitzwilliams*, Two parts of Judgment

ment Roll, *Edw. 6.* and *Woodley and Read*.
Goodman contra Kinnerley, Jennys con-
tra Blunt, Read contra Rawlins, Nicholas
Scot in the second part of Judgement
 Roll, *H. 8.* and in the same Roll, two
 Decrees for divorces. *Terrel* and his
 Wife, *Jeffery* and *Jenny*.

After ver-
dicts in
Kings
Bench.

Moor & Taylor 29 *Eliz.*

Some & Poyntell
Hoskins & Perry } 26 *Eliz.*

For an
heir
touching
lands con-
veyed by
a Recu-
sant.

A Decree made for an Heir at the
 Common Law against certain Feoffees,
 who had Lands conveyed unto them to
 maintain Schollers, who should use ho-
 ly Orders, *Crofts & Evats, Mich. 3 Jac.*
 Another 4 *Jac. Witering contra Peshall,*
 18 *Jac.*

A Decree made to relieve one which
 had double taken from him (as a con-
 cealer) by vertue of the statute of Bank-
 rupts, upon indirect dealing by Com-
 missioners, in the execution of the
 Commission, *Wood contra Hayes, + Jac.*

Allen con' Edwards, 2 Jac. Et Edwards,
Smith & Wood contra in 8 *Jac.*

The Court decrees that the Husband
 & Wife shall make, seal, and deliver, or
 suffer livery of a Lease of the lands to be
 made to the Plaintiff by the said Hus-
 band and his Wife. *Hungerford con-*

ad. Hutton, 12 *Eliz. li. A. fo. 91.*

Dom. Culpepper contra Parslow, the Court decrees the thing promised, and the Husband is bound by the wives promise. The question is, whether the Wife was married at the time of the promise made or not, *Mich. Jac. li. A. fo. 138.*

Frankland contra Graie, the Plaintiff bought Land of the Defendant, which the Defendant had conveyed before, to the use of himself, his Wife and Son; It was decreed that the Plaintiff should have the land against all, in 13 & 14 *Eliz. li. B. fo. 81.* The Defendant refused, a Writ of Execution went out, and he could not be found, served upon his Wife who refused, all Process of contempt went out against him, *in lib. eod. fo. 159, 264, 350.* Whereupon in respect he could not be found, a Commission was directed to take possession of the said lands, and the Tenants to pay their rents to the Plaintiff, or else Attachments to be awarded against them.

Decree
and Com-
mission.

Bull contra Huddleton, Decree without a Bill in *Mich. 9 Jac. li. B. fo. 27.* or thereabouts.

Without a
Bill.

West contra West, and a Sequestration,
12 *Car.*

To resign
a Benefice.

Without
proof for
quieting
of possession.

Harris contra Smith, a Decree to resign a Benefice, in *Mich. 8 Car.*

Reyner contra Reyner, in *Mich. 22 Jac.*

Dom. Effingham contra

A Decree without proof for quieting of possession.

Denis contra Carew, in 16 Jac. An Injunction or Decree here without any proof to quiet possession had at law, and to avoid multiplicity of suits, in 3 vel 4 Jac.

Durham contra Dearing, 4 vel 5 Jac.

Sawyer contra Pomery, li. B. fo. 786. in *libro novo*.

Standen contra Bullock, 41 Eliz. li. B. fo. 284.

For a lease
supposed
to be void
&c.

M. Maring contra Peck, A Decree for establishing of a Lease which is supposed to be void, and against a Statute-Law, being Priors land, in 11 Jac. li. A. fo. 342.

Confirmation
of a
Decree in
the Court
of Requests.

Francis contra Jarvace, the Court doth decree and confirm the Decree in the Court of Requests, without any proofs of the substance of the matter, notwithstanding the Prohibition out of the Court of Common Pleas, or Kings Bench, li. B. 9. Jac. fo. 277.

Parcel or
no parcel
decree
here.

Decanus Windsor contra Kinner'sley, the point being parcel or no parcel, Decreed.

creed, and being uncertain, the lands lying intermixt, ordered to be set out, notwithstanding the Defendant by general words in a Bargain and Sale, have enjoyed the same long, yet ordered in Michaelmas, 9 Jac. li. A. fo. 321.

Decanus Windsor contra Bouliant, the like in Mich. 8 Jac. li. A. fo. 390.

Sinton contra Greene, upon point of Reputation, in Nov. 7 Jac. Decreed in Pasch. 9 Car. Upon one witness.

Eland contra Wright, a Decree upon one Witness appeareth by a Judges Certificate, in Hillar. 9 Car. vel Jac. or Pasch. following.

Swan contra Atkins, A Decree upon one Witness which proves his Pedigree, from whence he claims, in 16 & 17 Eliz. li. A. fo. 213.

Fawknor contra Winchcombe, in Pasch. 10 Jac. vel Car. li. B. fo. 788.

Hunt contra Cheeseman, a Decree made upon a verbal promise in Pasch. 10 Jac. vel Car. li. B. fo. 813. Upon a verbal promise.

A Decree pronounced in the Testator's life-time, not to be passed under Seal by the Executor. *Ewer contra Freere*, Pasch 1634.

Dominus Peter contra Elimazinaris de Westm. A Decree to avoid a Decree made To avoid a Decree.

made according to the statute of 43
Eliz. in Trin. 3 Jac. li. B.

This cause was, where the Lands came into the Kings hand, but not by the Statute of Chantries, and the King being so seized *de facto & non jure*, grants these lands to a common person, whether the grant be good yea or no in Equity.

Noxon contra Browning, in 3 *Jac. li. B.* fo. 515. and afterwards if there be a Decree made in this Court, upon the Decree of the Commissioners upon the statute, as shall not be maintainable by the said statute, fo. 864.

Pauperes de Trinbry contra Chapman, in *Mich. or Hillar. 4 or 5 Car.*

Ewderby contra Huddleston, examined a Decree in the Court of Requests in October 9 *Jac.*

Kitson contra Cropley, May 37 *Eliz.* A Decree to prohibit a man from sowing of Ridges which lye in Sheepcourse in May, 37 *Eliz.*

Jervace contra Bullen, 12 *Jac.*

To prohi-
bit one
from
Preaching.

Villa de Yarmouth contra Decanum Norwich, a Decree to prohibit a Parson from Preaching, and the Town to pay Costs, in *Hill. 5 Car.*

Holme contra Wild, the Defendant en-
tred.

1 tred into a Bond to leave his Fellowship, and after takes away his Bond, the Court doth displace him, and decreed him to leave it, *Pasch. 15 Car.*

Shipwate contra Pilkington, concerning the decreeing of By-laws for the good of a Town, a Decree in 5 *Car.* and a Decree in 25 *Eliz.* For By-laws.

Dodford contra Sessions, the contrary in 14 *Car.*

King contra Burrell, a Decree in the Court of Requests upon a verbal promise, a Prohibition thereupon, this Court confirms that Decree, because the Plaintiff is ancient Tenant, and been at costs in building, *Hill. 2 Car.* In the Court of Requests confirmed

Episcopus Dunelmen' contra Martin, a Decree reverst though no new matter, in *Trin. 5 Car.* the case upon which the Decree was mistaken, and notwithstanding his translation, sues as for the right of the Bishop of *Oxon'*. Revert though no new matter.

Comes Devon contra Leake, some mistaking in a Decree amended, &c. in *Hill. 14 Car.*

South contra Gardiner, Irons to be laid upon a man in the Fleet, because he will not perform a Decree in 6 *Car. li. B.* Irons laid on a man in Fleet for not performing a Decree.

Barker contra Shopheard, about 3 *Car.*

The Transactions of the

Parent of
conceal-
ment.

Swan contra Turbervile, concerning a Patent of Concealment, Decreed and other Patents, in *Car.li.B.*

Legacy
decreed.

Comes Pembroke contra Zouch, a Legacy decreed in *Mich 7 Car.*

Against
an Infant.

Monke contra Winch, decreed against an Infant, and one bound in 500 l. to perform when he comes to age, *Hil' 2 Ca*

To con-
firm a
Decree at
Yorke.

Portington contra Beamont, a Decree here, to confirm a Decree at *Yorke*, to prevent Prohibition, *Trin. 2 Car.*

Almiony.

Lastbrooke contra Tiler, Almiony decreed here, 8 *Car.*

Gresham contra Dec, & *Dec contra Woodhouse*, in 4 *Car.* a man may affirm a Decree though not in possession.

Major Norwich contra Decanum Nor-
wich, Decree for Precincts and parcells, 8 *Car.*

Wright contra Middleton, this Court examines a Decree made at *Yorke*, 8 *Car.*

After a
Decree in
London.
For Da-
mages.

Coventry contra Major London & West, 6 *Car.*

Pain contra Pattison, a Decree for Damages for a Lessee for years, in *Mich. 7 Car.*

Hill contra Michell, *Mich. 9 Car.*

Richman contra Gisligham, look Justice Crookes Certificate, 9 *Car.*

Askwith contra Turner, the Court will
not

not reverse a Decree made at *Yorke*, unless it was unduly obtained, or Error therein, 9 *Car.*

Disusted contra Englested, 38 *Eliz.* A suit retained here after a Decree in the Court of Requests, this Court refers as well matters decreed there, as here, to Referrees, to cast up Accompt. For Tithes in kind.

Farmour contra Trost, Tythes in kind decreed, notwithstanding a Decree in Lord *Bacons* time, 12 *Car.* and what is a Yard-land, and how to set it out.

Episcopus Heref. contra Ambrey, Hill. 14 *Car.*

Kenrick contra Temple, 15 *Car.*

Magister Trin. Coll. contra Brooke; 12 *Car.*

Comitissa Cumbries contra Com' Cumbric, Birch trees are decreed to be Timber trees, in 8 *fac fo.* 349. Birch trees, timber trees.

Sere & Eland contra Colley, the Plaintiffs being Creditors of *Colley* preferred their Bill against the Defendant, being all Forreyners, but the goods were passed over into *England*, into Merchants hands by *Colley*, and this Court taking notice in respect of the different computation of the Realm, First to be paid at the Feast of the three Kings heads: Secondly, because the Bill was

And sequestration in Infants hands, or to their use.

not sealed ; Thirdly, because the debts grew in *France*, and he came over hither to keep his body from Arrests, the Court decreed the debts, and caused a Decree to be drawn up *pro Conjesso*, because the Defendant would not answer, and Sequestred moneys in other mens hands to pay the debts, although they were passed over to others to the use of an Infant, 8 *Jac.li. A.fo. 1184*

Cooke contra Trewman, a Decree upon a verbal Agreement, in *Trin. 4 Jac.*

For Tythe
Coneys
& Wood.

Shires contra Burgaine, a Decree for Tythe Coneys and Wood, 12 *Car.*

Holme contra Fletcher, concerning a Legacy, in *Mich. 2 Car.*

Poole contra Coxwell, *Trin. 4 Car.* the Father entred into Articles for Land, the son no party, yet having consented decreed.

An intention with
a Declaration
supplied.

Redman contra Torrell, for that the Plaintiffs Father did fully intend and resolve, that the Plaintiff should have the Lease, and did give the same accordingly, and that she at divers times declared, that she had given him the said Lease, and for that *Christopher Torrell* himself protested, as he was a Christian man, did promise that the Plaintiff should, and for that the said *Torrell* did
pur-

purpose to send to the Plaintiff for some agreement, and made offer of 200 pounds for the said Lease, therefore decreed in 28 Eliz. fo. 682.

Wotton contra Wotton, a high way decreed in 10 Car.

A high way decreed.

Powell contra Parsons, a piece of ground sold, but no reservation of a high way, but decreed that a way should be continued as formerly, Mich. 3 Car.

Roberts contra Harecourts, a Decree in the Court of Wards decreed here, notwithstanding the Decree there, Hill. 14 Car.

In the Court of Wards overruled here.

Attornat. Dom. Regis contra Episc. Oxon., a Bill here to unite a Parsonage to the Bishops see about 12 Car.

Dom. Scroope contra Lazenby, a Decree at York being for Lands, is adjudged to be *coram non iudice*, Pasch. 2 Car.

Cromwell contra Carey, Mich. 7 Car. A Bill of Review, because the Decree was against an Infant, my Lords Declaration; It shall bind an Infant as well as at full Age.

Against an Infant.

Turner contra Williams, whether Plate doth pass by the name of goods, decreed to be goods, in Mich. 15 Car.

Plate decreed to be goods.

A Portion
decreed to
a child in
ventre sa
mere.

Pope contra Courtney, the Court decreeth that allowance shall be given to a daughter that was in *Ventre sa mere* preminent enfeint at the time of devise, although void in law, decreed in *Mich. 3. Jac. li. A. fo. 306.*

49.

Defendant.

Defendant

A Defendant examined touching a contempt, and discharged thereof, shall have Costs of Course, if a Commission be not presently taken out to prove it, and if he prove it not, then increase of Costs, *Arkinson contra Ailoff, 37 Eliz.*

Ordered
to assure
lands ac-
cording to
a devise.

Pike contra Higgons uxor & al', The Defendants ordered to assure lands according to a devise, *12 & 13 Eliz. li. A. fo. 182.*

Gwynn contra Petty, to examine the Defendant upon Interrogatories at the hearing, *Pasch. 6 Car.*

Bradshaw contra Bradshaw, a Defendant ordered to be examined upon Oath at the hearing, *Hill'. 8 Car.*

Freed of
Execution
upon secu-
rity.

Lainer contra Smith, the Defendant delivered out of Execution upon Security, in *3 Car.*

Examined
after hear-
ing.

Pollixfen contra Short, the Defendant examined upon Interrogatories, after a hearing, in *5 Car.*

Drewry contra Watson, to examine a defendant after hearing, in *7 Car.* Fen-

Fenton contra Blomer, a Defendant not compelled to disclose matter of Usury, 22 *Eliz. li. A. fo. 66.*

Not compelled to disclose Usury.

Synnes contra Plowden, This Court directs a tryal, the Defendant to avoid the order of this Court, procures an Injunction out of the Exchequer, the Defendant committed, in *Trin. 14 Car.*

Committed for procuring an Injunction of the Exchequer.

Wood contra Wageman, the Court upon view of the body, and upon examination of several Witnesses, and upon view of the Church book, adjudgeth the Defendant to be under the age of 21 years, in 28 *Eliz. fo. 262.*

Adjudged to be under twenty one years.

Pollard contra Evelin, if a Defendant cannot be found, or hath no house, then to give notice to the Clerk in Court, which is sufficient, in *Hillar. 15 Car.*

Demurrers.

A Bill laying a promise to assure lands for 10 shillings in hand, and 2100 pounds at days, demurred and allowed, because it was but a preparation for Action upon the Case, *William & Nevil*, *Trin. 38 Eliz.*

50. Demurrer.

Wright contra Fitch. 13 *Jac. li. B. fo. 42.* The matter being concerning Serjeants for Arrest in *London*, demurred because of their places, yet over-ruled and paid good Costs.

The general pardon pleaded to, discharge an Utlawry after Judgement, and not allowed till the parties be agreed. *Weekes contra Newborow*, Tri. 1590.

Harris contra Beadle, Hill. 18th Jac. li. A. fo. 823. *Fitton contra Proctor*, 36 Eliz. li. A. fo. 499.

A Demurrer for Utlawry must be upon Oath shewed under seal, *Hulst contra Hulst*, 36 Eliz. li. A fo. 652.

Paschall contra Points, 1597.

A Demurrer because of a former dismissal must be upon Oath, *Brooke contra Smith*, 36 & 37 Eliz.

A Demurrer by *Deponentem* allowed, *Mollineux contra Stanhope*, 23 Eliz.

Demurrer, because the matter was dismissed in the Court of Requests, over-ruled in 30 Eliz. li. B. fo. 206. & 493. *Haddon contra Salter*.

The husband alone cannot demurre for his wife, by the opinion of the Court, *Sturling & Green*, 36 Eliz.

A Demurrer, because *ce q'vy* not shewed to be in life, and over-ruled the Demurrer not to be good, *Viſtor & Read*, 37 Eliz.

A Demurrer, because it concerns the Queens title proper for the Exchequer, yet over-ruled, *Mic.* 33 Eliz. li. A fo. 33.

Biller

Biller contra Elliot, Demurrer, because the matter was depending in the Exchequer before the Bill over-ruled, 7 *an.* 35. *Eliz.*

Plumpton contra Headlam, Demurrer, because Excommunicated, over-ruled about 4 *Car.*

Two Executors are Plaintiffs, one is Executors. excommunicated, the other shall be severed, and the Defendant shall answer him, *Tomes contra Vaughan*, *Hillar.* 39 *Eli.*

Hambiin contra Dom. Sherringham, the Defendant demurred, because she promised to pay money when she was Covert Baron over-ruled, 25 *Eli. li. B. f.* 103

Crocker contra Hamden, Demurrer, pretending one Executor cannot sue another, over-ruled, because the matter is meer Testamentary, 20 *Eli. li. A. fo.* 131.

Gotts contra Hicks, a Demurrer at the Defendants suit over-ruled, in *Hillar.* 16 *fac. li. A. fo.* 674.

Skies contra Rawson, the Defendant put in a Demurrer to the Plaintiffs Bill, because the Plaintiff was Utlawed at the suit of strangers, yet ordered to Answer, in *Mich* 9 *fac. li. A. fo.* 234.

Audley contra Harris, *Hillar.* 1633. A Defendant lyes in the Fleet for breach of a Decree, the Plaintiff nevertheless prefers

prefers a Bill to discover an Estate, demurred, because a double Execution, yet over-ruled.

Brookes contra about 1 Car.

A Demurrer, because excommunicated, over-ruled.

Because
excom-
municated
over-ruled.

Dom. Plummer contra *Hillar.*
6 Car.

Donn contra Donn, in Mich. 7 Car.

After Re-
plication,
disallowed

Leighton contra a Demurrer
put in after execution Replication, dis-
allowed, in 5 Car.

Evans contra Leasure, a Demurrer upon a Replication although answered, being upon a promise sixteen years, dismissed notwithstanding the Answer, and Sir Richard Moores Report, but in respect the promise is annexed to a trust retained, 6 Car. notwithstanding the statute of limitation.

Comes Kingston contra Wakeman, in Hil.
8 Car.

St. John contra Dom' Thornburgh, a Demurrer to a second Bill of Revivor, over-ruled, *Hillar.* 7 Car.

Wild contra Middleton, a Demurrer, because *Moore* a Bankrupt, and the Creditors dwell out of England in Galicia, over-ruled, in *Tri.* 8 or 9 Car. or *June*, 2 Car.

Leake contra a Demurrer,
because

because lands lye in *Ireland*, and there to be determined, over-ruled, in 8 *Car.*

By contra Forth, A Demurrer, because a dismission in the Court of Requests, if any new matter over-ruled here, 26 *June*, 1606.

Artson contra Wolverston, a Demurrer, because the Defendant had Execution at Law, over-ruled, 10 *Jac. li. B. fo. 291.*

Morris contra Owen, a Demurrer, because the Plaintiff was Utlawed, the Defendant ordered to answer, 10 *Jac. fo. 457.*

Bland contra Comitem Cambrie, a Demurrer pleaded, because remedy at Law over-ruled, *Pasch. 7 Car.*

Arnold contra Arnold, if a man be utlawed, and sues as Executor to another, the Plea to the same is over-ruled, 12 *Jac. li. A. fo. 353.*

Ratcliffe contra Tolston, Common of pasture in Wast grounds lying in the North, a Bill here demurred to, but because it concerneth lands, and the lands be Tenant Right, and some dwell out of the Parish, cannot so well maintain their Condition by reason of unity of possession, over-ruled, in 33 *Eliz. fo. 191.*

Salter contra Bennet, a Demurrer, because a Decree in the Exchequer, over-ruled and decreed here in presente of the Barons of the Exchequer, *Mch. 14 Car. fo. 38.*

Osborne contra Pagett, because the Defendant did not put in his Demurrer according to the rule of Court, moved to have it entred, but denyed, in *14 Car.*

Thynn contra Westrop, a Demurrer, because the Plaintiffs wife outlawed and pleads a Release, over-ruled to Answer, in *25 Eliz. li. B. fo. 134.*

Depositions.

51.
Deposition
on no a-
mend-
ment after
publicati-
on.

Chamberlain & Pope, 39 & 40 *Eliz.*
After publication, the Court would not amend a Deposition mistaken.

Wynn contra A man after examination supplies his Deposition *ad informand' conscientiam* about 5 *Car.*

Kinnafton contra com' Bridgewater, Recording Copies of Depositions to be allowed in *Hill. 2 Car.*

Devise.

52.
Devise.

Serjeant & Serjeant, 8 Nov. 39 *Eliz.*
A breach of a Condition of a Devise holden against the heir.

Of intai-
led term.

Cornwallis contra Penruddock, concerning the Devise of an intailed term, *Hillar. 1 Car. Web contra Smith*, in 4 *Car.*
Holditch.

Holditch contra Phillips, in Pasch. or Trin. 4 Car.

Palmer contra Turnor, 41 Eliz. fo. 540.

Watts contra Kancy, a man possessed of a Lease for fourscore years, devised out thereof ten pounds *per annum* without clause of distress, and made his Wife his Executrix, and she thereby had the said Lease, and afterwards the Executrix and husband, and Assignes in trust, sold away the same Lease, discharged of all Incumbrances, the Executrix shall be charged, and not the Land, 31 Jan. 9 Jac.

Of ten pounds *per annum* out of a Lease without clause of distress.

Tennant contra Braie, 8 Novem. 6 Jac. Carews Report, a Devise made to the Daughter to pay her a summe of money if she will be divorced from her husband, the gift made good, though the Condition void.

Kirrington contra Afty, the Grandfather deviseth lands to his Son to pay ten pounds *per annum* to the Sons three Daughters, the Father gives two hundred pounds in Marriage with one, whether the ten pounds *per annum*, shall be included in the two hundred pounds or not, Decreed it shall be included, in Mich. 13 Car.

Phillipps cont' Springett, notwithstanding a Release of a Portion relieved in 10 Car.

Grimston contra Willington, 2 Car.

Higate contra Higat, a Mortgager of a Copyhold, and a Surrender to that purpose, and after deviseth this land to a second son, but no Surrender, in Mich. 14 Car.

Poford contra Pavier, Pasch. 15 Car. the Court will see the Will in the same case, but difference is upon some matter of fact.

Para familia.

Davenport contra Dom'. Robinson, the Husband by will gives goods, which the Defendant pretends belongs to her as *Para familia*, the Devise good, in 5 Car.

Crowther contra Lucy, the Plaintiff being heir to lands in tail, and likewise Devised unto him by his Mothers Father, the lands being in Mortgage, and redeemed by a stranger, having sold it again with the consent of his Father and Mother, could not be relieved here, in 39 & 40 Eliz. li. B. fo. 435.

Tenants
in com-
mon by
devi c

Mather contra Godbold, two joynt Purchasers, one deviseth his part for payment of debts, ordered in Chancery Mich. 7 Car.

Loxen contra Lowen, 41 Eliz.li. A. fo. 230 & 683. lands devised to two, to be equally divided betwixt them, and to their heirs, are Tenants in common, and not Joynttenants, and so decreed, that the survivors shall receive no profit by survivorship.

Bacon contra Bull, a Devise void in Law by reason of a misrecitall of a grant, and by reason of an Attornment, yet holden in equity, 38 Eliz. li. A. fo. 698.

Directions.

Williams contra Fawcet, Directions by this Court, how the Defendant or his Tenant shall libell in the spiritual Court, 13 Jac. fo. 292.

53.
Directions
how to li-
bell in the
spiritual
Court.

Dismissions.

Hayward contra Timber, 4 Jac. li. B. fo. 602. The matter heard there after a Dis-
mission in the Exchequer upon hearing,
but there appearing no matter to re-
lieve the Plaintiff, the matter was dis-
missed, the rather, because there was a
former dismissal in the Exchequer.

54.
Dismissi-
ons.

Roe as heir, exhibited a Bill against *Waser*, to prove a Condition, perpetui-
ty, and Conditions broken, and dismissed
in 1594.

Rey.

Because
under va-
lue.

Reynolds contra Davy, 12 & 13 *Eliz. li. A. fo. 87.* because the matter in question, is under the value of forty shillings *per annum*, therefore the Court dismissed it.

Because
Defendant
and lands
in the
County
Palatine.

Botely contra Savile, in 13 & 14 *Eliz. li. B. fo. 95 & 104.* because the Defendant, and the Lands in question lye within the County Palatine, the matter was dismissed.

Brereton contra Farmin, 23 *Eliz. li. A. fo. 428.*

Because the Lands in question lye within the limits of the Commons of the North, the cause was dismissed *primo & secundo Edw. 6. li. A. fo. 72.*

East contra Fish, 12 *Eliz. fol. 100.* Because the lands in question is parcel of the Queens, therefore the matter was dismiss into the Exchequer.

Jay contra Simcox, dismissed to Law, but shall not plead the statute 12 *Car.*

55.

Dis-inhe-
rison.

Disinberison.

Harrington contra Markham, the Court was assisted with Bishops and Noblemen, at the hearing of a Cause in Chancery in July 5 or 8 *Jac.* upon point of Dis-inherison.

Woodley contra Woodley, a Dis-inherison, and a Decree for confirmation yet after twenty years, the Decree re-
versed,

Verfed, and Disinherifon avoided, in
8 Car.

Distringas.

56.

Parker contra Bowless, a *Distringas* Distingas
awarded where he cannot have benefit
of Extent, 7 Car.

Distress.

57.

Possession and Rents ordered to *Mo.* Distress.
lineux contra Molineux, Hill. 1590. the
Tenants would not pay the Rents,
therefore a Distress ordered.

Divorse.

58.

A Divorse *causa frigiditatis*, the Woman Divorse.
sued for her Marriage portion, yet her
Father was alive who gave it, to which
exception was taken, yet the Master of
the Rolls said, he would be no Forma-
list. *Barrow contra Butten*, in 1594. & 37
Eliz. fo. 195.

Dower.

59.

Wild contra Wells, Bill to be relieved Dower.
for Dower, and a Commission to set
out the lands in 25 *Eliz. li. B. fo. 112.*

Dutchy.

60.

Hulse contra Daniel, Mich. 5 & 6 Car. Dutchy.

Dutchy Court where Lands are
granted of the Crown in Fee-Farm, re-
serving Rent, are pleadable and deter-
minable in this Court.

Levingston contra Wise & al. about 8 Ca.

Tenants of *Barwick contra Cesar*,
8 Car.

Hampden contra Ferrers, in 14 Car.

Demurrer by a Clerk in the Dutchy
Court over-ruled, 30 Maij 1606. *Jordan*
contra Pawson.

6r.

Elegit.

Elegit.

Palmer contra Bolls, an *Elegit* returned
and filed being out, and thereby with-
out remedy renewed by this Court to
be executed, 2 Car.

6r.

Entail.

In tail.

Baile contra Read, 38 Eliz. li. A. fo. 728.
an Entail cut off contrary to a Proviso,
to the intent only to make a Joynture,
and then the Remainders were settled
in tail as before, wherefore the Forfeiture
dispenced within Equity.

Of a
Chattle
how far
good.

Tatton contra Molineux, a Lease made
to Feoffees in trust, to the use of the
Plaintiff for life, and after to the Heirs
males of his body, the said Plaintiff hath
full power to dispose of his Lease, so
long as he hath an Heir, and that an In-
tail of a Trust of, or out of a Chattle is
not good, nor any such perpetuity, Pre-
sidents being produced to that purpose,
and the Judges opinion between a re-
mainder of a Chattle, and the issue in
tail of a Chattle in 7 Jac. li. A. fo. 1183.
the

the lands lye in the County Palatine.

Equity.

63.

Lock contra Hunt, 7 Car. no advantage by unity, discent, fine, or discontinuance

Equity.

Estates.

64.

King contra Blundavile, the Defendant having an Estate for life without impeachment of Wast, was ordered not to do Wast both upon woods and houses, 5 Jac. li. A. fo. 327.

Estate.

Piggott contra Piggott, in 8 Jac. li. A. fo 766.

Banister contra Banister, an Occupants Estate maintained in Pasch. 12 Jac. li. B.

Marchio Winton contra Busbon, an Estate reserved without Impeachment of Wast, this coming to a Lessee, he would have it in the like manner, but restrained here, 7 an. 11 Jac.

Prince contra Greene, although an Estate cannot be created by Covenant by law, yet made good in Chancery, in June, 40 Eliz.

Reynell contra Peacocke, concerning an Estate in Fee, depending upon an Estate tail, his Lordship would not alter the Estates, in li. B. 6 Car.

Merrifield contra Merrifield, about 1634.

Rousewell contra Knight, in 10 Car.

raising of an Estate by an Agreement.

Barrow contra Smith, in 10 Car. a man makes a grant to friends of an Estate, to the use of three Daughters and their heirs, this is Joyntenancy, and the Survivor carries it.

Lister contra Yelverton, an Estate is made to friends in trust to the use of the woman, to commence after her husband's death, she joyns in a Fine with her husband of the lands leased in trust, this Fine shall cut off the trust, and there being an Extent upon the lands leased, this trust shall not prevent the Extent by reason of the Fine, *Trin.* 15 Car.

Exchange.

Cottington cont' Leverfage, an Indenture of Exchange decreed, 13 Jac. li. A. fo. 229.

Examination.

65.
Examina-
tion.

Examinations of Plaintiffs and Defendants, and Witnesses after a hearing.

Throckmorton contra Cromwell, 10 Jac. li. A. fo. 18.

Touck contra Thomas, 19 Jac. li. A. fo. 819.

Lea contra Band, 1591. & 32 Eliz. the Defendant was examined upon Interrogatories, and yet the Plaintiff was left to his proof.

And

And in *Mich. 36 & 37 Eliz. li. A. fo. 422. Dom. Burleigh contra Shute.*

The Court would not examine the Defendant unless he would absent, 38 *Eliz. Bowser contra Savage.*

A Defendant upon a hearing where the Plaintiffs proof served not, appointed to be examined. *Bellamy contra Radcliff, 38 & 39 Eliz.*

Waterman contra Pope, Pasch. 37 Eliz.

York contra Haidon, the Plaintiff was ordered to be Examined, or Process to be had against him, 11 & 12 *Eliz. li. A. fo. 71.*

Lady Amcotts, being a Defendant, was to be examined upon Interrogatories, 11 & 12 *Eliz. fo. 328. Major Feversham cont' Ance.*

Cotton contra Paget, the Defendant not to be examined upon all Interrogatories, *eodem, fo. 367.*

Preston contra Powell, the Wife to be examined as a Witness, 41 *Eliz. li. B. fo. 10.*

Glafters case concerning an Examination, about 6 Car.

Exceptions.

If a man except against an Answer and hath it referred, if thereupon it fall out to be good, the Defendant shall have Costs for that trouble upon motion.

Beswick contra Fox, Hil'ar. 39 Eliz.

Executors.

Executor
not infor-
ced to put
in Bond
but in cer-
tain cases.

Executors not in equity compelled to put in Bond to perform the Will or Answer Legacies, unless it appear, they have either broken the trust in them reposed by the Testator, or be decayed since his death, for at his death it seemed he trusted them without Bond, *Brown contra Purton*, 32 *Eliz.li.B.fo.641*.

One Executor may sue another in this Court, though not at law, *Allen contra Story*, in 1585. and *Okely & Barnard*, 39 *Eliz.*

Two Executors, one of them is made Defendant, he shall be charged no further, then for the goods came to his own hands, *Herbage cont^r Backshaw*, 35 *El*

To pay
Costs.

Englefield contra Inhabitant de Rotherstrop Executors, to pay Costs adjudged against the Testator, because he had Assets, 28 Nov. 1631.

Sues the
Executor
of his Exe-
cutor.

Brereton contra Roberts, the surviving Executors, sues the Executor of his Executor, and likewise where there is a great state come to the Executor, which was not disposed of by the Testator, the Executor shall not have it, but shall be disposed of to the Testators kinsfolk and to charitable uses; An Executor of an Executor, ordered to account upon

Oath, and to be examined upon Interrogatories to discover the Estate, in 6 *Yac. li. A. fo. 638.*

Bader contra Bell, Two Executors, the one discent, yet the Act of the other shall be good, in *Feb. 39. Eliz.*

Two Executors, one discent, the act of the other good.

Holland contra Owen, an Executor shall not be charged with a Trespass committed by the Testator, in 3 or 4 *Car.*

Warmstrey contra Dom'. Tanfield, a Subpena against an Executor, to shew cause why he should not be bound by Decree made against the Testator, in *Hill. 5 Car.* and concludes accordingly.

How far a Judges or an Officers Executor shall be bound for a neglect done in his Office, in *Mich. or Hill. 8 Car. or Jac.*

Moore contra in *Mich. 8 Car.* Two Executors and Joynt in the Bill, shall be severed upon hearing.

Co-executors.

John contra Kingston, Co-executors shall not be charged for more, then comes to his hands, in 8 *Car.*

Downes, Jux. & Wiseman, concerning an Agreement, and if one Executor do Wast, the other shall not be charged, *Trin. or Mich. 7 Car.*

Downley contra Shurborne, Two Trustees of a Lease or two Executors, one wasteth the goods, the other shall not

be charged, unless he was a Coactor, in
Trin. 9 Car.

Deane contra Ward, two Executors,
two Answers for mean profits before
partition, in 11 *Car.*

Allen contra Burton, an Executor sues
the Executor of his Co-executor to-
wards payment out of an Estate which
came to the Defendant, who is not
chargeable in law with the Legacies, but
the Plaintiff is (as surviving Executor)
decreed to be liable in 10 *fac. li. B. f. 243*

Hankinson contra Pell, an Executor,
called in question after question de-
murred, yet over-ruled, in 12 *Car.*

Capell contra Gostow, two Executors,
the one trusteth the other to receive all
Rents and dies, the Plaintiff calls his
Executor to an account, being the Ex-
ecutor of a Trustee, ordered to make
satisfaction, in 12 *fac. li. A. fo. 421.*

Terrey contra Fowler, an Executor maketh doubt, whether he shall pay debts
before a Decree in Chancery, decreed
they shall be protected.

Dominus Craven & Comes Dorset, Cre-
ditors about 6 *Car.*

Wolverston contra Amherst, 13 *Car.*

Kemp contra Lamplugh, 14 *Car.*

Rowe contra Billing, two Executors be-

ing decreed to pay Legacies and debts, the one paying it, the other shall upon a Bill be compelled to pay the moiety and Costs, *in 10 Car.*

Martin contra Knowles, concerning two Co-partners Executors, the estate being not divided before death, *28 Eli. fo. 257.*

Houghton contra Hampden, & è contra, One Executor receives money for Interest, it shall be accounted as principal for five per centum, *in Mich. 9 Car.*

Vicecomes Conway contra Croke, a Bill preferred against the Executor of one that committed Wasts, demurred unto, and good in *15 Car.*

But an accompt for an Estate which came to the Defendants hands called in question, pleaded the Statute of limitation, over-ruled in *15 Car.*

Exemplification.

Fisher contra Hawkes & Smith, in *1590.* the Plaintiff allowed without shewing a Deed inrolled, to plead the Exemplification of it.

If a Demise of Lands, want sufficient words to carry that which was meant to pass, it shall not be holpen in equity, *Kent contra Kent*, in *1591.*

Fisher contra Smith, the Court orders an Exemplification of a Deed to be pleaded

at

66.

Exemplification.

at law, where the Deed cannot be brought, in 33 *Eliz. li. A. fo. 26.*

Extent
not well
laid, a
new a-
warded.

Extent.

Trion contra Michell, the Plaintiff sued out an Elegit, being not well laid, and the Extent not good, sues here in Equity for the money, decreed, 12 *Car.*

To accompt for profits upon Extent according to true valuation, and not to the extended value, but not use for those profits, in 5 *Car. li. B.*

Haughton contra 4 *Car.* or thereabouts.

Lands ex-
tended at
low rate
to answer
true value.

Aldred contra Wilkinson, 5 *Car.*

Dom. Deancourt contra Hampson, according to the Receipt, and not to the extended rate, in 2 *Car.*

Re-ex-
tent.

Chivers contra Bampton, *Trin.* 5 *Car.* A Re-extent awarded upon a Statute, the lands being not known upon the former extent.

Evidence.

17.

Evidence.

Bourn contra Debest, Shop-books read as an Evidence at the hearing, *Mich.* 15 *Car.*

Harrison contra Bludder, the same term, and concerning the Statute of Limitation by great advice.

Feme Covert.

Bacon alias Prior, le feme vend le use que le feme ad cer' les Deniers uncorpus le

mort le Baron quel ciayme le use mere , & nient remedy in equity , 7 E. 4. vonch un case de Tasborough & Danvers , are in question, Hillar. 1590.

The Husband sold lands and debts due to the Wife before Coverture, and took Wares for it, he dying, she surviving released the debts, and decreed she should not, 36 H.6.134. & 142.

Waterhouse Defendant, was Grauntee of a Lease in trust, to the use of the Wife of *Witham*, she died, and made *Waterhouse* Administrator, *Witham* complained, and would have had the Lease in equity, the order and opinion of the Court was, he should not, but the Grauntee and Administrator should, 38 Eliz.

Ireland contra Pavy , in Mich. 13 Car. Seeks to avoid a Lease.
The Plaintiff held two Tenements of the Husband and Wife, and surrendred both, in consideration that the Husband and Wife should make a Lease for one of them for three lives, the Husband died, the Wife being but Tenant for life, and so by the Statute would have avoided the Lease for three lives, but the Court thought good it should be holpen in Equity. *Donnery & Weston*, 36 & 37 Eliz.

*Feme ad Estate dispunishable del wast
unc. wast ex measons prohibit & pais en
Mare sine auxi, Morgan & Peury, 37 Eliz.*

Not bound
by Decree.

Feme Covert party by Articles and to a Decree, but she assented not, the effect of it was, to forgo the Joynture for other recompence, after that the Husband died, she took a new Husband, and they left to the law to recover her Joynture. *Slater contra Foliambe, 37 Eliz.*

Styward contra Iarmy, & Iarmy contra Styward, Iarmy was enforced to make assurance, *Mich.* or thereabouts decreed in 39 & 40 *Eliz. li. A. fo. 660. li. B. fo. 41. & 42 Eliz. fo. 220. & 551.* and because she refused to perform, was committed till she did agree.

The like between *Twyn & Box, in li. A. fo. 487. 22 & 23 Eliz.*

Egerton contra Townsend, li. B. fo. 954. 11 Jac.

Voux & Uxor, contra Gleas & Uxor, 4 & 5 Ed. 6 fo. 35. the Court doth order that the Husband shall become bound in a Recognizance, that his Wife shall release her Right.

Compel-
led to levy
a Fine.

Barty contra Herenden, 2 & 3 Hen. 8. li. A. fo. 62. the Court compells the Husband and Wife to levy a Fine.

Wiat contra Wiat, in Mich. 16 Jac. li. B. fo. 476. the Wife being no party to the Bill.

Hansly contra Hansly, Trin. 17 Jac. & Hillar^{pr} ex.

Westdeane contra Frizell & Uxor, the Defendant and his Wife committed to Prison for not performing the Order in Maii 10 Jac. The Decree and their Commitments in 12 13 & 14 Jac. Regis in 14 Jac. li. B. fo. 14. She was committed to Newgate.

Commit-
ted to
Newgate
for not
perform-
ing an
Order.

Sands contra Tomlinson, Mich. Jac. li. A. fo. 679. a Wife compelled to levy a Fine and perfect assurances.

Compelled
to levy a
Fine and
perfect as-
surance.

Pope contra Moore, the Defendants Wife being *priviment euseint* at her Husbands death, the child could not be provided for by law, but the Court ordered, that the child should have sufficient allowance, li. A. fo. 307. 3 Car. vel Jac.

Rivet contra Lancaster, the Wife sueth her Husband, in 39 Eliz. li. A. fo. 201.

Sueth her
husband
and others

West contra West, 12 Car.

A Feme Covert sueth others, 17 Jac. li. A. fo. 940.

Kiffin contra Kiffin, 17 Jac. li. A.

Dom. Crispe in Pasch. or Trin. 18 Jac. li.

A. fo. 1088.

Comitissa Dorset contra Comittem Dorset, about 7 Jac. Fleish-

Fleshward contra Jackson, Money given to a *Feme Covert* for her maintenance, because her Husband is an unthrift, the Husband pretends the money to be his, but the Court ordered that the money should be at her disposing, 21 *Jac. li. B. fo. 719.*

Rust contra Whittle & al, *Pasch. 8 Jac. li. B.* The Court doth decree a Report, wherein it was thought fit, that the Defendant should compel his Wife, and another mans Wife, being the other Defendant, to levy a Fine and joyn in assurance.

Sued others without her husband, and in her friends name.

Dom. St. John contra Englefield, in *Mich. 14 Jac.* a Bill preferred without the privity of her Husband, allowed.

Gascoign contra Francklyne, a *Feme Covert* sues others, 42 *Eliz. li. A.* about *fo. 593.*

Haynes contra Duncombe, in *Trin. 21 Jac.*

Milward contra Braaborne, 5 or 6 *Car.*

Examined against her husband.

Lake contra Dean, 38 *Eliz. li. A. fo. 157.* a Wife examined to discover her Husbands deceit.

Cary contra Ley, in *Mich. 21 Jac.*

Chargeth lands with a Parol trust.

Land charged with a Parol trust, though made by a *Feme Covert*.

Sambroke contra Ramsey, in *Mich. 13 Car.*

Baskerville contra Sinthome, the Plaintiff conveyed a Lease to Feoffees in trust, to the use of his Daughters, and to his Children linially, the Daughter married and had issue, which dies, marries again, the Feoffees conveys the Lease to the Wife and Husband, and discharges the trust, the Woman gives this trust to the Husband and dies, the Heir sues the Husband for this land, but ordered that the land should go to the Husband, notwithstanding the Conveyance, 127 a. li. B. May dispose of a Trust, &c.

Palmer contra Shonck, a Feme Covert to Answer, 11 Mich. 5 Car. To answer

Stiles contra Stiles, an Agreement binds a Feme and an Infant, in Hillar. 2 Car. An Infant bound by Agreement.

Sankey contra Golding, 21 Eliz. li. fo. a Feme Covert sues without her Husband.

Farewell contra Curson, Feme Covert sues in Chancery *sa Baron in vic ouster la Mare*, 31 & 32 Eliz fo. 8. Sues.

Baker contra Newbery, about 5 Car. though the Husband released.

Moore contra Dom'. Greenville, will not Answer, because a Feme Covert and within Age, compelled, 11 Car. An Infant compelled to answer.

Thro. Norton contra Calver, a woman turning her Answer, being married after

after the Commission awarded ordered,
11 Car.

Bound by
Agree-
ment.

Randall contra Tynny, a single woman did agree to have a moiety of land, and after Marriage, subscribed ~~her~~ name with her Husband, to a latter Agreement, though *Feme Covert*, decreed in 10 *7ac. li. B. 25. or 250.*

Helmian contra Awdley, 10 *7ac. li. B. fo. 309.* a Wife not to be examined against her Husband.

Demurrs
ordered to
Answer.

Court contra Popham, the Wife demurrs without her Husband, because charged with conspiracy and combination, ordered to Answer upon Oath about *June, 6 Car.*

Comes Danby contra Peele, a Release by the Husband shall not prejudice the Wife, to sue for her Jewels, in 13 *Car.* and a Wife sues another in a friends name.

Keeling contra Bodley, *Mich. 14 Car.*

Rome contra Comitum Newburgh, 14 *Car.* Look in it otherwise, because separate.

Comes Exon' contra Dom. Morley, how far it binds an heir more then Common law, for payment of debts, 13 *Car.*

To answer.

Portman contra Popham, a Wife to answer without her husband being beyond the Sea, in 11 *Car.*

Batson

Batson contra Conney, the Defendant demurrs that at the time of the Agreement, the Defendant was an Infant at 16 years old, and now married, and so not bound, ordered to answer in *Mich.* 14 Car. and in *Hill.* 15 or 16 Car.

Poele contra Harrington, or *è con'* A Wife hath a stock for her own use and dies, who is buried by a friend without direction of her Husband, he that buries her must be at the charge, and not the Husband, in *Mich.* 14 Car.

Roe contra Dom. Newburgh, a Feme covert cannot sue, unless there be a severance, this suit is for a promise in Marriage, after 20 years, the matter was dismissed, because the Plaintiff could not find Presidents suing this case, in *Trin.* 15 Car.

Georges contra Chancie, a Feme Covert being seperated, having an Allowance of 200*l.* she improved it, and disposed of it by her Will, *Mich.* 15 Car. *v.* *Vorn.* 245.

Clarke contra West, how far a man *Non compos mentis* shall be concluded by a Feme Coverts disposing of his Estate, in *Mich.* 15 Car. a case made and referred to Judges.

Simpson contra Simpson, a man cannot sue his Wife, nor a Wife her Husband, in 2 Car. fo. 394. L. Dack-

Received
1000 l. for
her right
yet not
barred.

Dockwray contra Pool, a man having three Daughters, intailes his land upon them; after one of them married, and being a *Feme Covert*, with the consent of her Husband was contented and agreed, to take one thousand pounds in consideration and extinguishment of her right as Co-heire; the Judges hold it to be no good barr to her, in *Trin. 7. Jac.* The Judges Certificate.

Feme sole.

Feme sole
before
marriage.
conveys a-
way her
Estate to.
&c. avoy-
ded.

Povy contra Peart, the Plaintiffs Wife before Marriage, conveyed away her Estate to the Defendant being her Son, and after the Defendant conveyed the same to his Children being Infants, because (as the Court conceived) it was passed without any consideration, it was decreed for the Plaintiff against the Defendant, and the Infants in 32 & 33 *El. li. B. fo. 430. 454. & 484.*

Reserves
power
when *feme*
revokes
that not
good.

Atwood contra Stubbs, one *Amy Pym* did cause one *Lightfoot* and the Defendant to enter into Covenants, and a Bond for performance to leave one hundred pounds to pay to such persons as she should appoint, and if she did nominate none then the same hundred pounds was to be paid to two grand children, after she caused the said *Stubbs* and

and *Lightfoot* to cancel these Covenants and Bond, to make voyd this her intention, yet decreed to be made good to the Plaintiff, in 10. *Jac.* or *Car. l. B. fo.* 442.

Thomas contra Thomas, sues to set forth her Dower, 13. & 14. *Eliz.*

Sues to set forth her Dower. Takes a Commission, &c.

Winter contra Dancie, *feme sole* onely, takes a Commission to examine Witnesses, marries before Witnesses be examined, and after examined whether the Depositions should stand, ordered to stand, 10 *Car.*

Webb contra Wise, a Marriage before an Injunction, the Court declares that it shall go and be revived, notwithstanding no Bill of Revivor, 10. *Car.*

Marries before an Injunction &c.

Kempe contra Dom' Reresby, or *e con'*. The Lord Keeper declares, that a woman cannot have Dower of a Trust, in *Mich. 2 Car.* but compelleth the Defendant to Answer, who is Tenant to the land, to enable her to bring her Writ of Dower.

A Farm with the lands usually set therewith to be lett, and the Scrivenor put in the Farm with th' appertenance, ~~then~~ got a Lease himself to avoid it, *Harbin & Straw.*

Fines.

97.

A Fine and Recovery got by circumvention, the party which got it, may be compelled in equitie to recompence the party circumvented, As the Master of the Rolls was of opinion, at the hearing of the Cause between *Welby* and *Welby*, *primo Maii* 1595.

Fines arbitrable for Coppiholders.

Tenant Right.

Middleton contra Jackson, in Hill 5 Car. one years moderate value.

Popham contra Larcesse, Trin. 13. Car.

Monfier contra Duckett, Mich. 14 Car.

These after a Decree at York.

Cooper alias Stayning contra Blunt, A Fine arbitrable rated under value, 29 Eliz. li. B. or li. A. fo. 515.

Stoner contra Smith, a Fine arbitrable rated at two years and a half rent, which was the higher, in respect of the multiplicity of Plaintiffs, 31 Eliz. li. A. fo. 484.

Tenants de Accledon contra Kinnesley, 21. & 22. Eliz. li. B. fo. 86.

Gittings contra Browe, 41 Eliz. li. B. fo. 486. Two years reasonable value.

Lake contra Jetherell, Nov. 9. Jac. Two years value.

Atwood & Apsey, 41 Eliz.

Tenants

Tenants de Gaddesden contra Carey, A years value, and book upon change of Tenant, and half a years value upon change of Lord, 4. *7ac. li. B. fo. 435.*

Fox contra Huddleston, 4 *7ac. li. B. fo. 204.* A years value.

Tenants Right.

Watson contra Maibne, Mich. 15 *7ac. li. B. fo. 328.* one years value.

Nevill contra Albany, 12. *7ac. li. B. fo. 768.*

Beare contra Seymor, Mich. 9 *7ac. li. A. fo. 343.* & *Pasch. li. A. fo. 797.*

Dom. Gerrard contra Parker, 12 *7ac. li. A. fo. 1404.*

Elrington contra Whetstone, in 39 & 40 Eliz.

Eaton contra Gwyn, 11 & 12. Eliz. fo. 206. The Defendant not to be released out of Prison, till he hath paid the Fine to the Queen.

Certain examined here. To be paid before enlargement Levied by fraud by a Tenant five years past shall not bar.

Farmor contra Smith, that a Fine levied by the practise and fraud of a Tenant at will, Copyholder, or a Terminor for years upon Covin, to bar the Lord of his Inheritance (though the Proclamation and five years past with-
out ~~him~~) doth bar, the Reversion of his Inheritance or Free-hold, 43 Eliz. li. B. fo. 367.

Fined for
putting in
a long re-
plication.

Milward contra Welden, the Plaintiff for putting in a long Replication, was fined Ten pounds, and imprisoned and a hole to be made through the Replication, and hanged about his neck, and he to go from Barre to Barre, in 8. *Eliz.* 1. *B. fo.* 678.

Levyed by
a simple
man yet
ordered to
be restai-
ned.

Thorold contra Thorold, 17. *jac.*

Wright contra Booth, the Plaintiff (being simple) was drawn to levy a Fine of his lands, yet ordered that the lands should be reassured, if the Defendant did not pay a valuable consideration, or if he failed of payment thereof, then the said lands should be reassured, 3 *jac. li.* *B. fo.* 508. *At 26.*

Lewis contra Vaughan, 4 *jac. li.* *A. fo.* 835.

Voyd yet
relieved.

Scambler contra in *May* 13. *Car.* because a Fine was not levyed according to Covenant, a power became voyd to make Leases, but decreed, but the last Order, in 15, *Car.*

Longman contra Hopgood, a Fine imposed for breach of a decree, *Trin. 6. Car. li, B.*

Imposed
to take
mony and
goods, &c.

Russel contra Read, 11. *Car.* a Warrant to the Serjeant at Arms to go into the Fleet, and to take the Defendants mony and goods to satisfie a Fine.

Barker contra Shepheard, about *Mich.* 9. *Car.* a Fine imposed, and parties Pillor'd and imprison'd, and layd in Irons for abusing a man for serving a *Subpena* in the Kings Bench.

Long contra Snagg, this Court doth rate and moderate a Fine, 12. *fac. fo.* 157. Moderated.

Hopton contra Higgins, a Fine is not to be decided by witnesses, but by Court rolls, and ordered to go to hearing upon them in 10. *fac. li. B. fo.* 176.

Thynn contra Carey, how far a Fine at Common law after five years, shall bar a title in Equitie, 10. *Car.*

Burraaston contra Walsh, whether Fines be certain or not, to regulate the same, the most number of Court Rolls to determine the same, and the time 14. *Car.* & *Mich.* 15. *Car.* Regulated by the most number of Court-Rolls.

Clarkefon contra Vigerons, half a years full value.

Sacheverel contra Brimington, the Defendant pleads a Fine levied by a Lunatique, over-ruled in *Trin.* 15. *Car.* and an Order too for a Commission to examine whether a Lunatique or not.

Ashfield contra Crispe, a Fine *sur concessit* after five years upon a Mortgage in *Mich.* 13. *Car.* *Sur Concessit* relieved, &c.

Forgerie.

Barker contra Ireland & Morris, a

75.
Forgerie
here pu-
nished.

person Sentenced in this Court for For-
gerie, in 8 Jac. li. A. fo. 1172.

Feoffees.

76.
Feoffees a
surviving
joynt Fe-
offee to
make sale
of lands,
&c.

Billingsley contra Mathew, the Court
orders the surviving Joynt Feoffee to
make sale of lands for payment of debts
aswell as if the other had been living in
Mich. 12 Jac. and before.

In trust to
be exami-
ned as,
&c.
for Wife
compelled
to joyn.

Mildmay contra Com. Warwick, Feoffees
in trust to be examined as Witnesses in
Hill. 1 Car.

Ayre contra Jennings, Feoffees trusted
for the good of a Wife, compelled to
joyn in sale of lands, in *Hill. 2 & 3 Car.*

Clotworthy contra Hunt, Feoffees for a
Town, nor Recorder, to be examined,
but for matter of fact, *Trin. 2 Car.*

Feoffement.

Liddalls contra vanlore, about an Occu-
pant to uses, or a Feoffement in trust,
2 or 3 Car.

Dux Buckingham contra Paul, in *Mich.*
or *Hillar. 5 Car.*

Lilley contra Gilbie, *Mich. or Hill. 5.*
Car. to compell a man to execute a Fe-
offement.

Forfeiture.

Forfeiture
of a Co-
py old
reueved.

Poore contra Oxenbridge, although a
Tenant hath forfeited her Coppinole
yet relieued here, in 9. No. 44 *Eliz.*

Whistler

Whistler contra Cage, Pasch. vel Trin 7 Car.

Goods.

Popham contra Hinton, to go into the personal, & whether a statute be goods and betwixt goods Inventoried and a *perapersonalia*, How far shall go into estate, after it was in Orphans Court.

Haynes contra Child, concerning the contingencie or goods, 9 Car.

Leate contra Turkey, Company of Merchants, if a Consull beyond Sea hath power, and do levy Goods upon a private Merchant, the Company must bear it, if the Factor could not prevent the Act of the Consul, *Hill. 1630.*

Heire.

The Heir is not in Equitie bound to assure lands, which his Father bargained and took mony for, *Weston contra Danvers, 1584.*

Michill contra Chamberlaine, in 7 Car. an Heire of Mortgagee not to be relieved after several dismissions and Decrees unless can prove an extraordinary value of the land.

Porter contra in 11 Car. one *Brett* provides, that his Heirs, Executors & Administrators, shall have power to redeem lands, the Plaintiff is neither, but

79.

Goods.

80.

Heire is not bound by the Fathers bargain. Of a Mortgagee not to be relieved.

Breach of
condition
holpen a-
gainst the
heire.

but as an Assignee from *Brett*, yet shall have power.

Salmon contra Vaux, an Heire at Law seeks to take advantage upon breach of Condition, because Legacies were not paid according to the Will, but because there was an intention to pay it, and an Agreement between the Sisters, decreed against the Heir, in 11. *Car.*

Archer contra Partridge, 9. *Car.*

Cook contra Tookey, *Pasch.* 15. *Car.* by great advise.

Bound by
his fathers
Covenant
though
claims not
by dis-
cent.

82.

Husband.

Poole contra Poole, the Defendant coming in by grant & not by discent from his Father, 'tis pretended he ought to be bound by the Fathers Covenants, and as Executor hath no Assets, yet ordered to be lyable, in *Mich.* 14. *Car.*

Husband.

The Master of Kings Colledge in *Cambridge contra Ragland*, the Defendants Wife would not bring in Evidences, according to an order, the Husband was bound that she should do it, 4. *Eliz. li. A. fo. 73.*

Ackland contra Don' Perriam, the Plaintiff marrying one *Mallets* Widow who made a Conveyance to the Defendants Husband in trust, and received the profits of the land accordingly, but

dyed before any satisfaction made, the Wife being sued demurres, because the Plaintiff doth not sue as Administrator, and that the profits were received before she was married to the Defendant, nor hath made any title to himself to the goods of the said *Mallett*, which notwithstanding was over-ruled in 9. *Jac. li. A. fo. 78.*

Dom' Griffin contra Tailor, 3. & 4 *Car.* the Court ordered a man to procure his wife to acknowledge a Fine of Mortgaged lands.

Injunction.

Webb contra Smart, 5. *Jac. li. A. fo. 302.* the Plaintiff being inducted to a Parsonage, the Defendant notwithstanding keeps the possession by force; whereupon the Plaintiff was enforced to prefer his Bill in this Court, but the Defendant demurred, because the Vicarage is as his Free-hold and Inheritance, and so properly determinable at law, yet the Demurrer over-ruled.

81.
Induction.

Bird contra Smith, 3. *Jac. li. A. fo. 819.*

Infants:

Copihold surrendered to the use of an Infant, to the intent he should pay an A. ~~way~~ to another at full Age, which he refused to do, and it was decreed he should pay it, and the Arrerages. *Samyer contra Gillet* 9. *Eliz.*

83.
Infants.

In

Bound.

In a cause between the Lady *Russel* and the Earl of *Lincoln*, the Plaintiffs Council moved the Court, to give Order against the younger Earl of *Bedford* being an Infant, Vouched a case, 11. Nov. 6 *Eliz. li. B. fo. 426.* Between *Altham* and the Lord *Morley*, where between the date and sealing of a Conveyance, the Lord *Morley* conveyed the land to an Infant, wherefore *Altham* had order against the Lord *Morley* and Infant, an Infant concluded 6. Jan. 36 *Eliz. Preston Trin. Colledge & Wood in li. A. fo. 330.* and a bad Lease in and *Wester and Talpist*, 37 *Eliz. li. B. fo. 206.* Infants bound till they come to Age and undo it by a Bill, *Burch contra Morris*, Land conveyed to Feoffees to the use of an Infant bound in 5 *Jac. li. A. fo. 323.*

Oliver & King contra Challinor, the Plaintiff being an Infant, was committed to the prison of the Fleet, for not obeying a decree, 11 & 12 *El. li. A. fo. 213.*

Digman contra Hamond, 12 *Eliz. fo. 356.* the Defendant made secret Conveyances (depending the suit) to defraud the Plaintiff being an Infant, the defendant bound by Recognizance to discharge all Estates so made.

Dom. Leppington contra Barnes, the Plaintiff's Husband made an infant Executor to prevent payment of debts not fit to undertake it, but another Administrator for him during his Nonage, yet lyable for payment of debts in *Mich. 9 Jac. fo. 362 & 1092.*

Made Executor to prevent payment yet lyable.

Hare contra Hide, a Bill preferred against an Infant, and he ordered to answer, *Hil. 3 Jac. & Pasch. prox.*

To answer

Wadham contra Moor, an Infant bound by Decree, albeit he was but 12 years, *37 Eliz. li. A. fo. 489.*

Bound by Decree.

Wood contra Norton, a Demurrer, because sues not as Guardian, but because as *prochein Amy*, ordered to Answer in *Hill. 2 Car.*

Hill contra Hill, in 7 Car. to examine a Guardian as a Witness.

To examine a Guardian.

Young contra Stowell, concerning the granting of an Office in Reversion to an Infant, 8. Car.

Rayner contra Rayner, in 13 Car. How far an Infant shall be bound to give a legal discharge of money due to them.

Rivers contra Comit' Dorset, how far this Court shall bind an Infant by consent of Parentage, in 6 Car.

Wyde contra Somister, the Mannor of an Panington, an Infant of 12 years may surrender, *Trin. 15 Car.*

May surrender.

Hart-

Hartwell contra Ford, a lawful age of Infant shall be intended 21 years, unless in a particular case of Guardian in soccage 11. *Car. fo. 341.*

Inclosures.

84.
Inclo-
sures,

Piggot contra Kniveton, 4. *jac. li. B. fo. 101.* because lands had been inclosed 30 years by consent of most of the Parishioners, therefore they should continue inclosed.

Comes Huntingdon contra Hill, 8. *jac.*

Cartwright contra Drope, the Court compells certain men that would not agree to Inclosures, to yeild unto the same, and binds a Colledge that would not consent, having lands within the said Mannor so inclosed, *Mich. 17. jac. li. A. fo. 549.*

Another between the Prebends and Schoollers of *Magdalen Colledge in Oxon contra Hide*, compelled to an Agreement *Pasch 10. jac. li. B. fo. 826 & 10 jac. li. A. fo. 426.*

Danvers contra Dodford, concerning Inclosures, *June 7. jac. vel Car fo 995.*

Eaton contra Hill, 16. *jac. li. A. fo. 981.*

Morgan contra Clarke, 5. *Car. fo. 2.*

Cripps contra Clamer, 17. *jac.*

Tirwhit contra 15. *jac. li. B. fo. 480. Inclosures.*

Freake

Freake contra Loveden, Inclosure of Wastes & Common Decreed, being for the common good, 12. *fac. l. A. fo. 372.*

Decagus & Capit. Westm' contra Eldridge, Maii 15. fac. li. B. fo. 892.

Fleetwood contra Lenton, about 5 or 6 Car.

Monson contra Broxholme, Trin. 11. Car. vel fac. li. B.

Tiffin contra Harris, 6. Car.

Gilpin contra Hillersden, 20 *fac. li. A. fo. 887.*

Barkley contra Evet, concerning inclosure, where some not consent, are compelled, 8. Car.

Trigg contra Payte, A Decree made to overthrow Inclosures, if the Defendant will not recompence the Plaintiff so much as he hath been prejudiced by the Inclosure being a depopulation, although a remedy at law upon the statute, in *Mich. 20. fac. & Mich. 22. fac.*

Capella de new Elmes contra Erbury, demurrer over-ruled where a Parson will not answer, nor be compelled to an Inclosure, though for common good, in 5 Car. li. A. fo. 461.

Ingram contra Wells, the Court will bind a man to an Inclosure that never assented, 2 Car.

Fox contra Shrewsbury, the Defendant, because agreed to an Inclosure, but after disassented, decreed according to the agreement, 13 Car.

Theed contra Hamwell, two Inhabitants, no parties to Articles for an Inclosure, in Mich 2 Car.

Wright contra Stamford, my Lord Keeper will not confirm Articles upon an Inclosure, unless the same Arrable way be maintained as before the Inclosure, 10 Car.

Dem. Lumley contra Sands, an Agreement 14 years since for good of several Towns and high-ways set, Decreed in Hil. 14 Car.

Morton contra Winton, inclosing and continuing of Inclosures, and stinting of Cattel, in 12 Car.

85
Interroga-
tories not
admitted
at a
Commis-
sion.

Interrogatories.

Berryman contra Berryman, no Interrogatories admitted here in Court after Commission taken away to cross the Plaintiffs examination, Mich. 13 Jac. li. B. fo. 27.

Lewis contra Owen, examined in Court upon new Interrogatories if it be joynt: Commission, Mich. 13 Car.

Interest.

86.
Interest.

Weldon contra James, if a Surety payeth Brocage,

Brocage, in some cases Interest upon Interest allowed, 14 Car.

Injunctions.

81.

Cockeshot & Parke, an Injunction was againſt the Plaintiff, and all claiming under him, to ſuffer the Defendant to enjoy poſſeſſion, one *Wilkinſon* bought the Leaſe which *Cockeshot* the Plaintiff claimed by, and then to avoid the Injunction, took a Leaſe till it ſhould be ſeen how the old Leaſe ſhould be avoided.

Servington contra Webb, 12 Eliz. li. A. fo. 176. An Injunction for poſſeſſion, be- cauſe the Defendant would not perfect aſſurance to prevent a miſchief.

Barkley contra Pierson, an Injunction to ſtay proceedings at law upon treble damages, notwithstanding the cauſe diſ- miſſed to the Eccleſiaſtical Court, *Trin.* 17 Jac.

Buck contra Wood, 12 Jac. li. B.

Tiffin contra Tiffin, *Hill.* 17 Jac. An In- junction againſt Creditors, although none have, about *Trin.* 16 Jac. or after.

Finch and his Creditors, in *Hill.* 17 Jac.

Finch cont' Hicks, *Hill.* or *Paſch.* 17 Jac. *ſim. la.*

Trott contra Wallen, Injunction *ſine die* awarded, and the money unjuſtly pro- cured, reſtored, *Mich.* 12 Jac. li. B. fo. 321.

The Transactions of the

An Injunction to stay proceedings in the Spiritual Court, 30 *Eliz. li. A. fo. 528.* or 28.

Catwallell contra Wynn, an Injunction to stay Judgement and Execution in the Exchequer, *Hill. 35 Eliz.*

Episcopus Hereford contra Carpenter, an Injunction to stay proceedings after a Judgement, the Defendant taking out Execution, notwithstanding is in contempt, *Trin. 6 Car.*

Fisher contra Payne, about 6 *Car.*

Parker contra Bowers.

Uvedale contra Harvy, &

Beaumont contra Harvy, all in 7 or 8 *Car.* and to stay proceedings in the Ecclesiastical Court.

Treswell contra Guibon, 9 *Car.* an Injunction to stay proceedings in the Exchequer.

Miller contra Societat' Girdlers, an Injunction to stay suit upon an Action brought for perjury, before the cause in question here heard, 22 *Eliz. li. A. fo. 497.* And concerning a promise to make a Lease from the Corporation.

Knight contra Parson, an Injunction for stay of a suit at Law in an Assize for Writ of Redisseisin, touching the Office of Chester Herald, & the profits thereof, in 10 *Jac. li. B. fo. 177.* *Hemes*

Hewes contra Blewet, an Injunction to stay proceedings upon a *Quare Impedit*, in 10 *Car. fo. 202.*

Curteen contra Heveen, Marsh grounds stayed from plowing, *Hill. 8 Car.*

Aylett contra Aylett, an Injunction to stay proceedings in the Arches or Admiralty, 33 *Eliz. fo. 172.*

Smith contra Snobsbull, an Injunction to establish possession, and to stay suits in the Court of Wards, and an Attachment awarded for serving an Order of the Court of Wards, to stay suit here, in 33 *Eliz. fo. 176.*

Tansfield contra Davenport, the Defendant sues in the Ecclesiastical Court for a Portion due to his Wife, this Court orders an Injunction to stay proceedings there, till he shall make a competent Joynture, in 14 *Car.*

Shelton contra Stanley, an Injunction and Commission to the Sheriff by one Order of 13 or 14 *Car.*

Dominus Baltimore contra Reynell & Sands, an Injunction to quiet possession such as at Bill only, *Hill. 15 Car.*

Arundell contra Arundell, an Injunction granted against the issue in taylor, to stay the reverling of a Fine levied by himself, and (I think) his Father also, in 40 *E. li. d. fo. 270. & 640.*

Bury

Bury contra Conisby, a Verdict at the Common law to avoid a Lease for three lives, because the Lease was to commence at a time to come, which is void in law, yet an Injunction to continue possession, 23 *Eliz. li. A. fo. 38.*

83.

Judgements.

Judgment

Upon Affidavit, endeavour used to have served Process to hear Judgement, and could not find the Defendant, the Court proceeded, *Windham & Harwood.*

A Judgement no lett to examine in Equity, so the truth of the Judgement not examined, as where Judgement against the truth of an Acquittance without a seal, or where the money paid after the day. *Heard contra Dodding-ton.*

Owen contra Dom. Deancourt, a Judgement of a Debt, and a Fine to a Purchaser, acknowledged all in one day, the Judgment to be preferred, in 4 or 5 *Car.*

Judgment
at law de-
creed
here.

Godshall, in Mich. 5 Car. for assigning of a Judgement for Contribution.

Comitissa Winchelsea contra Tuston, concerning signing over Bonds, 6 *Car. li. B.*

Allen contra Glanville, 4 *Jac.* a Decree after Judgement at law.

Courtney contra Glanville, 10 *Jac. li. 1.*
fo. 474. *Joynure.*

Joynture.

Ash contra Dom. Forrest, a Joynture in money not to be touched for the debts of her Husband, *Mich.9 Car.*

Joynture in money not to be touched for husbands debts.

Nash contra Preston, concerning a Joynture, and not the Inrollment of a Deed, supplied in *Pasch.or Trin.6 Car.* and Judges Certificate.

Knivet contra Baxter, a Joynture in money or lands, the use thereof in equity shall go to the payment of debts. *Pawlet contra Dom. Malburgh* in 8 Car.

Knightley contra Bevill, in Mr. Churchills note of *Trin.8 Car.*

Palmer contra Cleveland, the contrary, in *Mich.8 Car.*

Dom. Howard contra Comit' Nottingham, a Joynture confirmed although by Tenant, *Mich.9 Car. & Pasch.7 Car.* The order upon hearing.

Jurisdiction.

Davenport contra Deane, the Court will in no wise retain a suit of the lands which lye in the County Palatine of *Chester*, 12 & 13 *Eliz.fo.399.*

90.
Jurisdiction of Chancery Her attorney.

Monshall contra Jewce, in 17 *Eliz.*

Daniel contra Jackson, Nov. 17. *Eliz.*

Cleeve contra Brooke, 15 *Eliz.*

Bradley contra Brown, the like, 15 *Eliz.fo.400.*

The Transactions of the

Wentworth contra Taccon, in 16 *Eliz.*

Dom. Savill contra Savill, concerning the Custome of the Province of *Yorke*, in *Mich.* 1634.

This Court not to be stayed by an Injunction out of the Dutchy. *Barnard contra Langley*, in 1633.

Tenants of *Barwick contra Casar*, Decree here, after a Decree in the Dutchy, because it was ordered they had no Jurisdiction, the lands being out of the Dutchy, but held off *East-Greenwich*, 8 *Ca*

Levingston contra about 10 *Car.*

Of Cinque
Parts o-
ver-ruled.
Against
the Stannaries.

Scofield contra Finch, *Feversham* Privilege over-ruled, in 25 *Eliz. li. B. f.* 131.

Trinick contra Bordfield, to stay proceedings in the Stannaries, in 14 *Car.*

Dom' Scroope contra Lasenby, Depositions taken at *Yorke* to be used here, *Pasc.* 2 *Car.*

Against
the Court
of Re-
quests.

Simonds contra Harby, this Court declareth that the priority of a suit in the Court of Requests, shall not hinder the proceedings in this Court, in *Hill.* 15 *Car.*

Tollakerne contra Steward, a Demurrer, because the matter was dismissed in the Court of Requests, upon a full hearing, over-ruled, in *Hill.* 15 *Car.*

Askwith contra Chamberlaine, though one *Miller* (no party to a suit here) preferred a Bill in the Court of Requests, an Injunction awarded to stay proceedings there, in *Pasch. 16 Car.*

Joyntenancy.

Dorne contra Dorne, concerning the disposing of a Joyntenancy, in 5 *Car.* 91.
Joyntenancy.

Pettit contra Stymard, Two Joyntenants, one by Will giveth his part good in equity, and whether a Wife of a Fee-offee shall have Dower or not, in 7 *Car.* 1. *contra*
any 115.
H. 4. 1575 Jd

Inventory.

Hewet contra Baker, in *Pasch. 15 Car.* 92.
Inventory Where the Defendant did not exhibit an Inventory, the Court chargeth the whole Legacy on him after twenty years, though pretended not sufficient.

Land.

Where new annexed Land is sold away in Fee, and a tenure in *Capite* reserved, it is pleadable here, *Crompton contra Clifford*, in *Pasch. 37 Eliz. li. 1. fo. 128.* 93.
Land sold away and tenure reserved.

Skinner contra Skinner, in *Trin. 42 Eliz.* the Father of the Plaintiff and Defendant, Devised certain Lands to the youngest son, which he purchased, the eldest son suing for the same, is decreed according to the Devise.

Thynn contra Kinsmall, Money devised by the Plaintiffs Father to the Plaintiff, out of certain lands which were to be sold by the Defendant, the lands were intailed, and provided, that if the heirs went about to sell the same, it should be void, being against the Statute of 32 H. 8. It is ordered to be sold, in 38 *Eliz. lib. B. fo. 97.* and concerning a discontinuance.

Manwarring contra Dualey, the Plaintiffs Wives Father made a Feoffment to uses for thirteen years, to raise Portions of four hundred pounds for his Daughters, the Father being dead, the Feoffees suffer the son and heir to enter into the said land, and sold the same, and yet after a discent, after the death of the first Purchaser, at the third hand, although the money be due, yet the Court would not charge the lands with the said money, the example being dangerous, in *Hill. 43 & 44 Eliz. li. B. fo. 306.*

Hungate contra Hungate, the Plaintiffs Father being a Batchelour, purchased an Estate in the Defendants name, but after having issue, the Plaintiff, the Court decreed that the lands should go to the Plaintiff, and be reassured by the Defendant, in 4 or 5th ac. fo. 1070.

Bowell contra Hancocks, a Purchasor discharged from a Statute in 11 Jac. li. A. fo. 344.

7 H. 7. 10. A. Had lands descended to him in ancient Demesne, extended by Statute Merchant, B. purchased the lands, and had a Recovery by sufferance, in the Court of ancient Demesne upon a Voucher, and ousted A. A. brought a *Subpæna*, and it was holden that A. could not satisfy the Recovery, and therefore should be restored to the possession by the Chancery, for he had no remedy by law, where, notwithstanding a double Judgement, yet the Judges directed them to the Chancery.

Buggs contra Sumpner, 8 Junii, 43 Eliz. Lands given for the discharge of poor Inhabitants of a Parish, for discharge of Fifteens and Taxes, with a proviso, that the Rents should not be to the discharge of Gentlemens lands of the Parish, but of poor mens only, the Defendant being but a Yeoman (though he have purchased some of the Gentlemens lands, and sought to have benefit of the gift) yet not allowed, in 8 Junii, 43 Eliz.

Townsend contra Kilmurrey, Fee-simple land purchased by the Father, and de-

descended to the Son, this land shall not be Assetts in law, nor equity to pay debts, 13 *Car.*

The Countess of *Exeters Case.*

Episcopus Heref. contra Ambery, where the quantity of a yard-land is not known, a Commission to set out so much land as the Commissioners shall think fit, upon common intendment, in *Hill. 14 Car.*

Eborall contra Hunt, Lands passed in a Feoffment more then was meant, was holpen in equity, notwithstanding a Verdict and Judgement at law, supposing some circumvention.

Hire contra Wordall, lands Devised to be sold, and the money thereof coming should be Devised to Children, but the lands could not be sold, because there was none appointed by the Will to sell the same, yet ordered to be sold, and the Lease was for a thousand years, which is most commonly to prevent the Kings right, in 39 *Eliz. li. B. fo. 134.*

Lease.

A Lease containing a Messuage in the demise, but land also in the *habenda*, which land had been many years enjoyed accordingly, yet the Lord Chancellors opinion was, no continuance would

64.
The defective
not supplied in
equity.

would make a void Lease good, especially against a Purchaser, *Meld contra Cooper*, in 25 Eliz.

Bradshaw contra Bradshaw, in 16 & 17 Eliz. li. A. fo. 309.

Collins contra Syms, look from Feb. 26. Eliz. li. fo. 358.

Ellis contra Beswick, the contrary, 36 Eliz. li. A. fo. 654.

A Lease devised to one for life, with several Remainders over to others, the first Devisee was compelled to enter Bond, to let it go according to the Devise, but if it were for a perpetual Chattel, the Court would not have done it.

Price contra Jones, 26 Eliz. fo. 599.

Alston contra Easter, Trin. 7 Car.

Jones contra Frederick, 12 Jac. li. B. fo. 303. the Court will not charge the Administrator of an Executor.

Smith & Gawdy contra Compton, 14 Nov. 41 & 42 Eliz. *Tudnam*, the contrary *Tudnam contra Glanville*, 36 Eliz. li. A. fo. 396.

No relief in Equity touching Leases of one thousand years, because they tend to defraud the Crown, in 39 & 40 Eliz. *Risden & Tuffin*.

A stranger having a Lease before a Decree, which was not bound thereby, and the

Long Leases dismissed.

the same Lease being over-wrought by a Statute which was bound by the Decree, bought the extent of the Statute, and therefore his Lease was thereby bound by the Decree, so long as the Extent should have continued, if it had not been bought. *Arden contra Hanbury*, or *è contra*.

Leases made by Deans, Canons, or Colledges, &c. for one and twenty years, or three lives, are here relieved. *Simeon contra Decanus de Windsor*, T 15 Jac. li. A. fo. 1177.

Long contra Decanum Bristol, 3 Car.

Episcopus Dunelm' contra Martin, Tri. 5 C

Comes Oxon' contra Goosh, Pasch. 14 Jac.

Derham cont' Christ-church, Mich. 10 Jac. li. B. fo. 64. the contrary.

Monfen contra Aiscough, the Defendant upon an Award did Covenant, that the Defendant and his Wife should make a Lease void of all Incumbrances, yet after denied, and pretended, that a former Estate was made to his Children, so that it was not in his power, and brake off the Sale of the said Agreement or Lease, whereby it was void in Law; the Court ordered the Award to be performed to all intents and purposes, 11 & 12 Eliz. li. A. fo. 510. And afterwards for not performing.

forming the same, was committed, 12 & 13 *Eliz.li. A. fo. 204.* And afterwards he was to become bound by a Recognizance to yield himself to the Prison, which he did not do, therefore the Plaintiff might, and was Licensed, to take Execution upon that Recognizance, *eadem folio 328.*

Golding contra Tuffin, a Lease for many years, although it be intailed to many in Remainder, decreed to be sold for payment of debts, *Mich. 10 Jac.*

The like 17 *Jac. Hubbard contra Hare*, *li. A. 944.*

Harvy contra Withers, in *Pasch. 24 Jac.* Intailed lands sold for payment of debts

Powell contra Monlton, a Lease intailed not subject to debts, though the Lease or Assignment supposed to be void, because intended, and the Defendant to pay debts out of the personal Estate, 5 *Jane*, 3 *Car.li. B fo. 1441.*

Chambers contra Gregory, a Lease made for years, and a Statute for quiet enjoying, the Statute was delivered with the Lease, but not assigned; whereupon the Assignee of the Lease, procured Letters of Administration of the goods & chattels unadministred, of the cognizor of the Statute, & extended the same, which
Ad.

Administration being repealed and granted to another, the Court and Judges ordered the estate by that Statute to be determined, 22 No 9 Car.

Birkenhead contra Birkett, a Lease made for forty years, by the Master and Brethren of the Hospital of St. Katherine's, allowed for good, Hill. 1632.

Bampton contra Freake, a Decree to restrain the Defendant from selling of a Lease contrary to the intent of the Ancestors, in Octob. 9 Jac.

Hudaleston and Lamplugh, concerning a Lease attending upon an Inheritance, and concerning the disposing of the same, and likewise of a Trust, in Pasch. 6 Car. li. A. fo. 769.

Stradling contra Smith, where a Lease is made to Feoffees, to the use of the Wife of the Feoffor, the Feoffor and Wife Covenants, that they will levy a Fine to extinguish the Rent, which was done accordingly, not mentioning a Lease of one hundred years, which was made over to the said Feoffees to her use, the Court decreed that the Lease should be cancelled, 1 Car. li. A. fo. 182.

Kitson contra Williams, a Lease made good, though a former conveyance to Feoffees in trust, and concerning a spring.

springing use supplied in this Court,
and railing of daughters Portions by
the Feoffees, in 6 Jac. fo. 618.

Comes Oxon' contra Neesh, 13 Jac. li. A.
a Lease made by a Colledge contrary to
the Statute 13 Eliz. (though a Demur-
rer) and the Defendant would not An-
swer, yet the Court proceedeth; after
the Demurrer certified not good, the
Defendant stood in contempt, the Plain-
tiff was admitted to proceed to his
proof without Answer, And it was in
Jennings Case contra Tayler, in 38 & 39
Eliz. and the Bill was taken *pro Confesso*,
and this after a Verdict and Judge-
ment at law, upon a Statute law. The
law of God speaks for him, Equity and
good conscience speaks for him, and the
law of the Land speaks not against him,
Deut. 28. 30. this was too for building
upon a voidable Lease and Improve-
ment in *London*.

Rumney contra Garnons, 16 Junii, 36
Eliz. a Lease made to two during their
lives, and after to the use of such of the
children begotten by *Peter Rumney*, this
being without any expresse conclusion
what child or children, the construction
touching the uses, is to be made as near
as may be, to the meaning of the said
parties,

Lease pa-
rol.

parties, who conveyed the same to uses.

Williams contra Moone, concerning a Lease Parol. 23 or 24 *Eliz. li. A. fo. 624.*

Ballon contra Scivell, a Decree against a Lessee of a Prebend, to build a house upon the Prebend, where none was when Lease was made, because in the Lease, a house was demised, *Mich. 14 Jac.*

Gage contra Scory, *Hill. 5 Jac. li. B. fo. 878.* the Plaintiff being possessed of a Lease from the King being defective, the Defendant would have avoided it, by composition with Commissioners for defective titles, yet relieved here, or any Estate whatsoever in like cases.

Harry contra Halse, in *Hill. 5 Jac. fo. 466. li. B.* either for years or for Dower.

Windham contra Bartram, *Feb. 11 Jac.*

Blackell contra Brooke, *Julii 4. Car.*

Stiles contra in *Mich 3 Car.*
how far a Lease for life, shall be Attetts in Equity.

Barton contra Mawd, 25 *Eliz. li. B. fo. 35.* a Lease was made to one, before the expiration of a former Lease, though great question among the Judges, yet determined to be a good Lease.

*Brooke contra Decanum & Capit' Eccle-
sia Cathedral' in Oxon'*, & Daniel the De-
fendant (by mistaking of a Clerk) in this
word,

word, that the Demise, by consent of the whole Chapter of the same house have Demised, where it should have been the Dean & Chapter, in 37 E. li. A. f. 552.

Dominus Awdley contra Sidenham, in 32 Eliz. li. A. fo. 251.

Taylor contra Slecomb, in 2 Jac. li. A. f. 749.

Ellis contra Beswick, 36 Eliz. li. A. fo. 537. a House or Tenement edified upon a Marsh leased with the appurtenance, the Marsh passeth not by law, yet holpen in equity against the Heir.

Prince contra Green, A Lease made to the Defendant by Tenant in tayl for forty years, and to commence at a time to come void in law, yet holpen in equity, and the intent of the party performed, in Trin 40 Eliz. li. B. fo. III. V. mod. 95.

Little John cont^r Fortescue, the Defendant was required by the Court to consent to a Decree, if he refused, then it should be judicially against him, that the Plaintiff should enjoy the Leases made by the Defendants Father, which he supposed were void in law, 36 E. li. A.

Preston contra Wood, the Plaintiff and Trinity Colledge being Leasees from the Defendant, he knowing the Lease to be void for not right naming of the Corporation, in 36 Eliz. li. A. fo. 330.

Lessee.

By the Judges opinion, a Lease is good, though no Lessee is named in the Demise, but in the *Habend. Buller contra Doddington, 22 Eliz. li. A.*

The Court compells a Lessee for years, to discover what Estate of a Co-nufors, to the end it may be lyable to a Statute, 25 *Eliz.* it is between *Titchborn and Doddington.*

Snagg contra Snagg, 34 Eliz. li. B. fo. 394. to shew commencement, term, things Demised, Rent, what dayes of payment of Rent, and Covenants.

Legacy.

Legacy given up-
on condi-
tion not
to marry
without
friends
consent,
refuse to
pay, yet or-
dered.

Yelverton contra Newport, 36 Eliz. li. B. fo. 101. The Plaintiffs Wife had given her by her Fathers Will, three hundred pounds, conditionally, that she should not marry without the consent of friends, refused to pay, yet ordered.

Simons contra Lee, a Legacy called in question threescore years since by Bill in this Court, dismissed in April 11 *Jac.*

Wilcox contra Cole, about 19 *Jac.*

Called in
question
after 60
years dis-
missed.

White contra Simpson, Legacies to particular Legatees, and the surplufage to the rest of the kindred, they shall be limited to the fourth degree, and a time appointed to come in, or else excluded, in *Hill. 5 Car.*

Gipp

Gipp contra in *Mich.* or
Hill. 6 or 7 Car.

April 8. Car. and if suit hath priority here, to reverse a sentence in the spiritual Court, and in *Mich. 3 Car.* my Lord allows twenty Marks for money detained in the same cause.

Comes Pembroke contra Zouch, a Legacy decreed in *Mich. 7 Car.*

Holme contra Fletcher, concerning a Legacy, in *Mich. 2 Car.*

Vitner contra Pix, a Legacy given to a Daughter, upon condition, that she should behave her self dutifull towards her Mother, she married without the consent of her Mother, whether this be a Breach of Condition to avoid the Portion, in *14 Car.*

Legatee.

97.

Wasby contra Johnson, how far a Release shall bind Legatees, when they know not the Estate, in *14 Car.*

Legatee.

Lunatique.

98.

Bonner contra Thwaits, the Court will not retain a Bill to examine point of Lunacy, *10 Jac. li. B. fo. 358.*

Lunatique

Thomas contra Howorth, a Lunatique to Answer by his friend, in *Mich. 15 Car.*

The Transactions of the

Marriage.

Marriage.

Windham being a Widow, had a Judicial Order, and a Commission to make proofs, and after she married, no Bill of Revivor needed, *Pasch. 37 Eliz.*

Leech contra Radford, concerning casual Matches, in *Trin. 7 Car. Regis.*

100.

Mistaking.

Mistaking.

The mistaking of a name of a Corporation holpen in Equity. *Lord Audley contra Sidenham*, in 32 & 33 *Eliz. fo. 251.*

But *Willis and Sprint contra 19 Janii*, 33 *Eliz.* & *Brooke & Daniel*, 38 & 39 *Eliz.* holpen. *Pawlet contra Frie*, 26 *Maii*, 42 *Eliz.*

Goodfellow contra Morris, the mistaking of a name in a Conveyance (being heir-male) holpen, and lands to pass according to the intent of the party, in the latter end of *Mich. Term*, 16 *Jac. li. A. fo. 350.*

Mistaking by the Clerk amended according to the Record, *Inter Calpepper & Decanum & Coli Winton*, in 4 & 5 *Edward 6. fo. 440.*

Bleverhasset contra Fuller, the Plaintiff makes a Lease of lands to the Defendant, with a meaning, that all Woods growing thereupon, should be excepted, saving for necessary boots, but by the mista-

mistaking of the Clerk, in putting in (hereafter excepted) where there was no exception afterwards excepted. Whereupon the Defendant cuts down the Woods, yet ordered to be stayed, in 37 Eliz. fo. 746. & 828. li. A.

Griffin contra Sayer, the Plaintiff became surety for the Defendant to one Buck, in a Bond of one hundred pounds, and the Defendant giving a Counterbond, to save the Plaintiff harmless of a Bond of two hundred pounds, whereby, by the mistaking, the Counterbond was void by law, yet relieved here, li. A. 10 & 11 Jac. fo. 890.

Orrell contra Leeke, concerning a mistaking of a power, yet made good to the Lessee, in 20 Junii, 6 Jac.

Comitissa Oxon' contra Stanhop, where a power is mistaken or mis-recited, relieved here, Trin. 8 Car.

The word (Heir) left out in the clause of a Reservation, supplied in equity.

July 1606. *Baildon contra Church*.

Thorpe contra Jackson, misprision in a Counterbond, 13 Eliz fo. 193.

Mortgager, Mortgagee.

The money paid upon Mortgage, the Mortgager sueth to have the deed again, and not admitted, because then he may charge

Mortgager
Mortgagee

charge the Mortgagee for profit past.
Langford contra Comit' Salop'. 38 & 39
Eliz. & 4 *Eliz.*

Hanmer contra Lochard, a Mortgager
 relieved after the day of Redemption,
 notwithstanding it was in Infants
 hands, and a Purchase, *Trin.* 10 *Jac. li. B.*
fo. 1000.

Ball contra Spane, 10 *Jac fo.* 1151.

Chanticleere contra Micheton, in 27 &
 28 *Eliz. li.* A. notwithstanding the Mort-
 gage, lands were alledged to be, &c.

Beal contra Bradford, 15 or 16 *Jac. l. f.* 229.

Holman contra Vaux, about 13 *Jac.* the
 Mortgagee to accompt for the profits
 received, & for the use of those profits.

Popham contra Hinton, about 3 or 2
Car. and in 21 *Jac.*

Maynard contra Middleton, in *Hill.*
 7 *Car.* & *Pasch.* 8 *Car.*

Pell contra Lewet, concerning a Mort-
 gage, and how the Mortgagee shall ac-
 compt for profits received, and what
 casualties shall be allowed, and whether
 any, in 6 *Car. lib. B.*

Mortgager & Mortgagee, (during the
 Mortgage) contracts with another, the
 Mortgagee had notice, if the Money be
 paid by a stranger. *Hutton contra Prince*,
 24 *Eliz.* *Waller contra Lewknor.*

Mortgage
 money
 whether
 shall go
 to the Ex-
 ecutor or
 Heir.

Bacon contra Bacon, the Court will relieve a Mortgage to the tenth generation, though the Purchaser had no notice, because it is supposed that he cannot purchase, but it must be derived from the Mortgage, and in some cases, where the Mortgagee will suddenly bestow unnecessary Costs upon the mortgaged lands, of purpose to clogg the lands, to prevent the Mortgagers redemption, my Lords Declaration in *Churchills* note, in 15 Car. 1. 2 Vent. 340.

Mortgage.

101.

Barnaby contra Greene, the Plaintiff Mortgage. mortgaged lands to the Defendant, which was forfeited, and a Statute for performance of the Bargain, ordered to be reassured, and Statute to be redelivered, 9 Jac. li. A. fo. 218. & 160.

The Court decreed money to the Plaintiff against the Defendant, albeit he had Judgement and Execution, being upon the point of usurious Contract, and a Lease being become forfeited, and the Mortgagee devised the same to Infants. The Court was of opinion, that the Plaintiff should have it again paying the money. *Langford & Barnard*, 37 Eliz. & 28.

Ab contra Wood, & Maynard contra

Middleton, a Citizen having a Mortgage forfeited to him, shall be put to the Divident, and not to the Heir, 7 Car.

St. John contra Grobham, decreed to the heir, *Trin.* 11 Car.

Chapman contra Porter, with advise of Judges, about *Mich.* 17 Jac.

Landen contra Cotton, in *Pasch.* 13 Car.

Bromley contra Dorell, a Mortgage forfeited twenty four years since, Demurred, yet over-ruled.

Thetford contra Parr, 8 Car.

Thetford contra Rowe, & *Rowe contra Thetford*, in 10 Car. li. B. fo. 210. after thirty years.

Flee contra Drake, about 10 Car. where in case of an Infant, &c.

Harbert contra Benion, 14 Car.

Keeble contra Powell, notwithstanding lands forfeited, and a Release Mortgage relieved, in *Mich.* 2 Car.

Keeble contra Mortgages forfeited and released, yet to pay full value, or to re.assure the land, in 13 Car.

Newborough contra Freake, in 40 Eliz. dismissed in 7 Car.

Fitzherbert contra Leech, *Mich.* 14 Car.

White contra Pigion, a Demurrer, because the Bill is to be relieved for a
Mort-

Mortgage after 41 years, but in respect there was a promise to be redeemed after 27 years, in *Trin. 15 Car.* relieved.

Money.

103.

Prat contra Awborne, Money delivered out of Court in nature of a Sequestration, 3 *Car.*

With contra Page, the Money after Execution, to remain in the Sheriffs hands till the hearing, *Hill. 8 Car.*

Ladkin contra Sackville, Money decreed to be delivered to the Plaintiff out of other mens hands, in the nature of a Sequestration, 11 *Car.*

Carew contra Peniston & Hales, if Money be let out without exprellion of interest, shall pay none, but if the Trustee let it out to supposed able men (though they fail) will not charge the Trustee for no more, then he received, in 13 *Car.*

Pool contra Harrington, Money by consent of the Husband, put forth for the use of the Wife, and gives power she shall dispose thereof accordingly, but not allowed, in *Mich. 14 Car.*

Ne Exeat Regnum.

Ne Exeat Regnum awarded by this Court, at the suit of men in suit between party and party.

Ne Exeat Regnum awarded.

Welby contra Welby, in *Trin. 19 Jac.*
fo. 1159. *Hafell*

Hafell contra Badick, in 32 Eliz. li. A. fo. 442.

Lee contra Bower, Trin. 19 Jac. li. A. fo. 1155.

105.

Oathes.

Oath.

Weldon contra James, in Mich. 14 Car.
A man may depose for small disbursements which he cannot make proof of.

106.

Orders.

Order.

One hol-
pen in E-
quity to
that wher-
of he was
in law
barred by
his own
act.

Tamworth contra Tamworth, the Rent suspended by an Entry, and in Equity, ordered to be paid about 30 or 31 *Eliz.*

Price contra Lloyd, about 16 *Jac.*

About 2 *Car. Carew & Gill*, a Fine ingrossed before (*Quid juris clamat*) and yet was stayd about the same time.

Hallitey contra in 2 *Car.*

The Defendant hath pleaded *Non est factum* at law to a Bond of 400 pounds for payment of fourscore pounds, which passed for the Defendant, the Plaintiff surmises, that after tryal the Defendant promised payment of the eighty pounds, and the matter was retained, but the order for it was not entered, but it is in my note of 35 *Eliz.* 18 *May*, *Sutton contra Sutton*.

Welbie contra Ap-Rice, the Court doth order, that the Plaintiff and Defendant shall

shall be examined for discovery after or before hearing, in *Mait* 37. & 38. *Eliz.* fo. 176.

Mascall contra Shelley, it was ordered, that the Defendant should pay unto one *Mathew*, money, who died before payment, yet the Defendant should pay it to his Executors according to the former Order. 11 & 12 *Eliz.* fo. 176.

Major & Jurats de Feversham contra Dominam Amcoats, the Defendant ordered (being Tenant for life) to be examined for making known, to whom the Reversion of the Lands in question were to pass, which if she refuse, then the parties to proceed in suit, notwithstanding her present estate, in 11 & 12 *Eliz.* fo. 292.

Wilkinson contra Deane, Mich. 2 *Car. li. B.* fo. 88. the Court ordered and decreed, that the Defendant should perfect the Assurance intended in a paper draught, being that she refused, in 12 & 13 *Eliz. li. A* fo. 55.

Inter Sherwood & Corbin, & Tomlinson contra Golding, 11 *Jac. li. A.* fo. 672. or 762. & *Shapcot contra Dowrish*, Trin. 17 *Jos.*

Errington contra Fenwick, the Defendant ordered to pay a rent charge to the Plain-

Plaintiff, 8 Nov. in 7 Jac. but because the lands out of which the Annuity issued, was in Infants hands, could nor ought to pay it, in *Mick. 9 Jac. li. A fo. 214.*

Austen contra Cheney, (a third person interested, but no party to the Bill) prosecuted suit at law for the matter in question, ordered to be made a party to that Bill, and suits to stay in the mean time, *Trin. 16 Jac. li. B. fo.*

Fisher contra Grivell, the Defendant ordered to pass lands, after time of demand past, 4 Jac. li. B. fo. 90.

Mullins contra Southked, an Order against an Infant, and when he came to age, ordered to perform it, *Trin. 27 Jac.*

Wadham contra Mogg, the heir ordered to perform a Decree made against him in his minority, in 37 *Eliz. li. A fo. 489.* there is another in 2 *Car.*

Lupton contra Harman, an Order to stay the money in the Sheriffs hands, and to be re-delivered out of the Defendants hands, *Pasch 16 Jac. li. B. fo. 869.*

Edmunds contra Edmunds, the Defendant would have the Cause dismiss, because it concerns the probate of a Will, but in respect the Will was made to the disinherison of the Plaintiff of lands, as well as of goods, it is ordered to be

examined here, in 12 *7 ac. li. B. fo. 404.*

Perriman contra Speccott, Hill, or Mich.
6 Car.

Manning contra Freake, because the matter is of a penal and criminal nature, allowed for good, *Mich. 15 Car.*

Holme contra Ailoff, a *forma pauperis* for scandal to pay Costs, 6 Car. li. B.

Higham contra Ladd, died before livery and seisin, and before assurance perfected, ordered to be perfected, *Pas. 7 Car.*

Allen contra Elborough, ordered to stay execution upon an Action of the Case, 13 Car.

Haddon, a man ordered to procure his Wife to levy a Fine, and to enter into a new Bond of 500 pounds, because the old Bond was worth nothing, upon the mistaking of the writer, 10 *7 a. l. B. f. 101.*

Bayliff contra Longworth, in the Dutchy Court a note under the Plaintiffs hand, Ordered against an occupant, in 15 *7 ac.*

Harcourt contra Roberts, a dumb man, Ordered to Answer upon Interrogatories by Mr. Colchester, in 14 Car.

A dumb
man to
answer.

Taylor contra Hooe, the Defendant would not admit the Plaintiff to his Coppyhold, for that the Plaintiff committed a Forfeiture in cutting down woods upon the copihold, the defendant
Ordered

Ordered to admit the Plaintiff, Tenant, for that the Defendant could not prove, that the same was done by the Plaintiffs directions, but by a Tenant in 25 *Eliz. li. B. fo. 78.*

*Finches first
President
he made.*

Pears contra Trelawney, A tryal upon a *Quare Impedit*, upon point of Simony, which is *pro hac vice*, the Defendant grants away the next avoidance, the Plaintiff coming upon the Kings title, desires to stay multiplicity of suits, and to have a settlement according to the first tryal, Ordered that there shall be no new tryal, in *Mich. 15 Car.*

*Quare im-
pedit.*

Cobb contra Cobb, the meaning of a Will, Ordered to be performed contrary to the general words in a Feoffement, in 36 *Eliz.*

107.

Opinion.

*Opinion
Equity
doth yield
to Law.*

The Lord *Bromley* was of Opinion in *Caudge and Lawyers* case, 24 *Eliz.* that the land should go as the law had settled it, and conscience should be supplied with money.

Ellis contra Bastwick, *Eliz. li. A. fo. 537.* the contrary.

The Opinion of the Court was, the Plaintiff having but a promise, could have no Decree for the land, yet it might be decreed, that the Defendant might

might assure the land, *Ferne contra Bullock*, decreed upon a promise, and ten shillings in hand to assure, in *Nov. 9 Jac.*

Dom. Buckhurst contra Fenner, question whether writings comprehending Warranties, may by law be demanded, being brother and heir to the Lady *Dacres*, against the Defendant, to the custody of, she being her Executor, she in her lifetime committing the keys of the Chests where the Evidences lay, they the Defendants being in possession of the same, and claiming the Mannor and lands, which they conceive to be devised, and conveyed unto them by the said Lady, the Judges hold and are of opinion, they belong to the Plaintiff, in *37 Eliz. li. A. fo. 853. & 39 Eliz. li. A. fo. 775.*

Whether writings containing Warranties belong to the Executor or heir.

Utlawed.

Grevill contra Bancks, 4 *Jac. li. B. fo. 69.* the Plaintiff being utlawed, not admitted to sue.

109.
Utlawed not admitted to sue.

Utlawries.

Whitney contra Strachey, Utlawries must be pleaded all at one time, or otherwise compelled to answer, in *Mich. or Hill. 5 Car.*

Utlawries.

Edwards contra Plowden, if the Plaintiff hath conveyed to the Defendant for pay-

payment, of which the Defendant pleadeth Utlawry, then the Defendant ordered to Answer, *Pasch. 5 Car. li. A. fo. 888.*

Kingston contra Pinchard, Mich. 10 Car. pleaded at his own suit.

Preden contra Dom' Mohune, no advantage to be taken upon the Utlawry of a stranger, *7 Car fo. 169.*

William contra Gold, concerning Utlawries at strangers suit, *7 Car.*

Trion contra Brocas, because the Utlawry was before the last general pardon, not to be pleaded, *7 Car.*

Hemmings contra Davers, an Utlawry being pleaded at the Defendants own suit, over-ruled, in *8 Car.*

Kingston contra Pritchard, 10 Car.

Spry contra Coryton, Utlawries over-ruled, in *10 Car.*

ii.

Office.

Offices.

An Office of Town-Clark without Patent decreed for life, *Corp' & Major de Lincolne, Pasch. 30 Eliz.*

iii.

Parson ordered to resign his Benefice.

Parson.

Everard contra Bourcher, a Parson instituted and inducted by a wrong title by a common person, ordered to resign at the Kings suit, and the King presented, *8 Car. & Attorney Generall contra Smith, Mich. 1632.*

Holmes

Holmes contra Conway, a Patron let his Parsonage by Lease, in 15 *7ac.*

Harding contra Weedon, my Lords Declaration, that he will not bind a Parsons successor, where the consent doth not improve his Tythes in kind, in *Pasc.*
15 *Car.*

Not to be bound by his Predecessors act or consent.

Stubbey contra Stubbey, in *Mich. 2. Car.*
Pasture.

Brook contra Denton, *Mich. or Hill 9 Ca.* antient pasture not to be plowed up.

112.
Pasture antient not to be plowed up.

Atkins contra Temple, in 2 & 3 *Car.*

Dom. Howard contra Ridler, a Decree for staying of plowing up antient Pasture ground, in *Pasch. 19 7ac. li. A. fo. 878.*

Ewens contra May, *Mich. 22. 7ac.*

Sheldon contra Dormer. *April 14 7ac.*

Tresham contra Gerrard, *Hill. 2 Car.*

A Joyntrés restrained from plowing up of antient pasture grounds.

Packer contra Dom. Newell, Joyntré lands being good lands, and not plowed within 40 years, stayed by Injunction, 6 *Car. li. B.*

Gurnard contra Dom. Eyres, Look into about 8 *Car.* concerning plowing up of pasture of what nature.

Walrond contra Gold, 12 *Car.*

Rolls contra Miller, and to shew cause

The Transactions of the

why should not lay down that was plowed in *Mich. 15 Car.*

Sill contra Mole, a restraint from plowing of land worth 5 shillings an acre, being antient warren, though dispunishable here, about 6 *Car.*

Parcell or not parcell determined here.

Parcell.

Egerton contra Egerton, by the opinion of the Judges parcell or no parcell determinable here where the Bill is not simple parcell.

Tattersal contra Dalton, upon turning of water lying in two Counties, about 11 *Car.*

Hobby contra Bonby, though parcel or not parcel fit for law, yet no news to settle things according to proof, and a Commission awarded accordingly, *Pasch. 2 or 3 Car.*

Hetley contra Com. Suff. parcell or not parcell over ruled upon the Demurrer, and decreed in *Pasch. 12 Car.* Mr. Pages, report.

Pannage.

114.
Pannage.

Pannage was dismissed, the Lessor, felled the trees, that felling in Equitie is to be staid so far, as the Pannage may not be taken away 1593. Lord Marquess *contra Corham* 36 *Eliz.*

Plaintiff.

My Lords order and opinion the Plain-

Plaintiff may examine, and have publication within 14 days, after the return of the *Certiorari* to pray the surmises, and give the Court Jurisdiction, but the Defendant is not to examine or publish any to disprove it. And if upon the Plaintiffs proofs it be reteyned, then the Plaintiff and Defendant may examine orderly touching the body of the cause, and have publication according to the rules, and though the Defendant examine as soon as the Answer, yet shall not they be published, but in ordinary course, *Checkeley & Allen*.

115.
Plaintiff may examine and have publication within 14 days after return of the *Certiorari*.

Lambert contra Lambert, the Plaintiff is to be examined upon Interrogatories, 12 & 13 *Eliz* fo. 380.

Keat contra Benham, to examine the Plaintiff at the hearing of the Cause. *Pasch*. 6 *Car*.

Drury contra Drury, the Plaintiff examined as a Witness in a Cause, and after becomes Plaintiff for the Interest in that business, allowed and not to be suppressed, about 9 *Car*.

Smith contra Gabry, the Plaintiff released out of prison, though deteyned at other mens suits, because he was arrested when he was going about his business or suit in Chancery, 8 *Car*.

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Maioz Bristoll contra Whitson, the Plaintiff examined as a witness, 8 Car.

Allen contra Allen, in Trin. 15 Car. the Plaintiff relieved for a debt against an heire in taile, and possession, to be established with the Plaintiff till the heir in taile recover at law.

116.

Perpetuity?

Perpetuity,

Pool contra Pool, the Court doth not allow of Perpetuities, nor of statutes to warrant them, *Pasch.* 5 Jac. li. B. fo. 619.

Bacon contra Smith, 12 Jac.

Hunt contra Bancroft, 14 Jac. Hill. & Mich. 15 Jac. fo. 455. & 883. li. B. & Pasch. 16. Jac.

Hoe contra Arnold & al., about 17 Jac. the contrary.

Possibility.

117.

libili-
relieved
re

Romney contra Garmons & al., a Convey-
ance made to the Defendant to uses, &
to their heirs, for want of issue, then to
such child or Children of *Eliz.* (one of
them to whom the use was limited) be-
gotten of her former Husband, being
the plaintiffs Father, they to whom the
use is limited dye without issue, and be-
fore their death, did grant and devise
the lands so in use to the Plaintiff. It
was thought good and decreed for the
Plaintiff, it being but a possibility in
them,

them, and contrary to the words of the first intail and grant, being limited to the Children, in 37 Eliz.li. A fo. 286. & 949.

Povey contra Barker a Demurrer, because a possibility cannot be disposed of over-ruled notwithstanding a Decree in the Marches. 9 Car.

Decreed here notwithstanding a Decree in the Marches.

Possession.

Delahay & Pottenden, Mich. 39 & 40 Eliz. Possession as at time of Subpena served.

Rowswell contra English, Trin. 16. Jac.

Le Stationers London contra Simcox, the Court establisheth Possession until Ejection at law against a Patent, Mic. 7. Car

Pleydall cont' Prettiman, Mich 12 Car. No advantage to be taken by unity of possession at law, being point of common, and after a tryal, a Commission to issue out of Chancery.

Wild contra Sliford, the Judges Certificate.

Berd contra Dormer, the Lord Keepers difference concerning unity of possession when it continued in the Abbots hand, in Trin. 15 Car.

Though possibility cannot by law be disposed of, yet by equity.

118.

Possession

The Transactions of the

119.

Plea for-
raigne.

Plea.

Yelverton contra Burtow, 1594. to be sworn to it, and to put in a Plea not for-raigne.

120.

Priviled-
ged places
over-ru-
led,

Priviledge.

Cases against the Court of Chancery for Priviledged places, and for the County Palatine of *Chester* over-ruled.

Huist contra Daniel, *Mich. or Hill.* 5 *Car. li. A.*

Dom. Morley contra Martin, 25 *Eliz.*

Brereton contra Donne, 24 *Eliz.*

Egerton contra Comitum Darbie, determined here, yet decreed there, in 11 *fac.*

Inter Swinnerton quer' contra Savage, Defendant; It was ordered, that in respect the suit depended there, that the cause should be determined there in 37 *H. 8.*

Pope contra Thatcher, in *Pasch.* 2. *Car.*

Croker contra Holme, dismissed in 22 & 23 *Eliz. li. A. fo. 520.*

Nevill contra Nevill, 26 *Eliz. li. A. fo. 329* in the *D. t. hie* over-ruled, between *Barnard* and *Langley*, 9 *Car.*

Oxford,

Beare contra Stockhall, the matter remitted to be tryed at Oxford, in 1 & 2 *Phil. & Ma.*

Darby contra Corpus Christi, *Mich.* 19 *fac.*

Huntley contra Henney, 4 *fac. li. B. fo.*

Cotterel contra Standish, Pasch. or Trin.
12 Jac. or Hill. l. B. fo. 925.

Wingfield contra Fleetwood, in 21. Eliz.
li. A. 137. li. B. 138.

Bent contra Oldfield, Pasch. 1 Car. li. B.
fo. 1044.

Priviledges of Chancery against the
Cinque-Ports.

Brown contra Biggs, about 36 Eliz.

Against
the Cinque-
ports.

Merwithie contra Johnson, Mich. 44 E-
liz. li. A. fo. 35.

Hilton contra Lawson, 2 Eliz. li. A. fo.
199.

Smith contra Delves, Mich. 2 Jac. li. A.
fo. 133. Chester.

Starkey contra Starkey, a Report in
Mich. or Hill. 16 Jac.

Langham contra Beachampe, the De-
fendant committed because he would
not answer, the land lying in the cinque-
ports, 40 Eliz.

Fitton cent' Fitton, & Wrenham 13 Car.

Fenwick contra Barnard, Julii 10 Car.

Stannary Court priviledged.

Stannary.

Daw contra Derry, Trin. 23 Eliz. li. A.
fo. 477.

Trewynard contra Killigrew, 4 & 5 E-
liz. fo. 287.

Dutchie Court of Lancaster.

Hulst contra Daniel, Mich. 5 or 6 Car.

The Transactions of the

Plea.

119.
Plea for-
raigne.

Yelverton contra Burtow, 1594. to be sworn to it, and to put in a Plea not for-raigne.

Priviledge.

120.
Priviled-
ged places
over-ru-
led,

Cases against the Court of Chancery for Priviledged places, and for the County Palatine of Chester over-ruled.

Hulst contra Daniel, Mich. or Hill. 5 Car. li. A.

Dom. Morley contra Martin, 25 Eliz.

Brereten contra Donne, 24 Eliz.

Egerton contra Comitum Darbie, determined here, yet decreed there, in 11 Jac.

Inter Swinnerton quer' contra Savage, Defendant; It was ordered, that in respect the suit depended there, that the cause should be determined there in 37 H. 8.

Pope contra Thatcher, in Pasch. 2. Car.

Croker contra Holme, dismissed in 22 & 23 Eliz. li. A. fo. 520.

Nevill contra Nevill, 26 Eliz. li. A. fo. 329 in the Duchie over-ruled, between *Barnard and Langley*, 9 Car.

Oxford,

Beare contra Stockhall, the matter remitted to be tryed at Oxford, in 1 & 2 Phil. & Ma.

Davis contra Corpus Christi, Mic. 19 Jac.

Huntley contra Henney, 4 Jac. li. B. fo.

Cotterel contra Standish, Pasch. or Trin.

12 Jac. or Hill. l. B. fo. 925.

Wingfield contra Fleetwood, in 21. Eliz.
li. A. 137. li. B. 138.

Bent contra Oldfield, Pasch. 1 Car. li. B.
fo. 1044.

Priviledges of Chancery against the
Cinque-Ports.

Brown contra Biggs, about 36 Eliz.

Against
the Cinque-
ports.

Merwithie contra Johnson, Mich. 44 E-
liz. li. A. fo. 35.

Hilton contra Lawson, 2 Eliz. li. A. fo.
199.

Smith contra Delves, Mich. 2 Jac. li. A.
fo. 133. Chester.

Starkey contra Starkey, a Report in
Mich. or Hill. 16 Jac.

Langham contra Beachampe, the De-
fendant committed because he would
not answer, the land lying in the cinque-
ports, 40 Eliz.

Fitton cont^r Fitton, & Wrenham 13 Car.

Fenwick contra Barnard, Julii 10 Car.

Stannary Court priviledged.

Stannary.

Daw contra Derry, Trin. 23 Eliz. li. A.
fo. 477.

Trewynard contra Killigrew, 4 & 5 E-
liz. fo. 287.

Dutchie Court of Lancaster.

Hulst contra Daniel, Mich. 5 or 6 Car.

The Transactions of the

contra pauperes de Wogston,
the Court will not hold Plea against the
Dutchie Court of Lancaster, in 10 Eliz.
li. B. fo. 853.

Process into Cinque Ports, and tou-
ching priviledged places, as also in-
to County Palatines.

No Checquer-man hath priviledge a-
gainst a *Subpana*, *Tuke con' Clark* in 3 Car.
Gulielm. contra Welfsh, for a Cause be-
tween parties where the Queens Inte-
rest cometh not in question, *Trin. 36*
Eliz.

Curtis contra Peters, 23. Ap. 28 Eliz. *li.*
A. fo. 403. Exchequer-man not priviled-
ged but to Answer.

Equivolextis to have priviledge & not
every servant. *Putten con' Green Tri. 36 El.*

Brown contra Riggs, a Demurrer over-
ruled about 34 or 35 Eliz.

Blackley contra Laneston, a *Corpus cum*
causa to remove the Plaintiff out of the
Cinque-Ports, *Pasch. 4 & 5 Eliz.*

Langham contra Beckham, *Trin. 40 Eliz.*
& 41 li. A. & 34. li. A. & 40.

Cinque-Ports priviledged against
Chancery.

Hudson contra Taylor, 41 El. *li. A. fo.*
147. pro Chancery.

Shuttexton contra Nevil, 34 Eliz. *li. B.*
fo. 249. Franck-

Francklin contra White, 41. El. li. B. fo. 726

Cinque-ports over-ruled.

Harbie contra Saltonstall, in 5 Feb. 1. &
3 Jac. *

An Injunction out of the Exchequer disallowed, and the party which procured it sent for it by a Purvivant, because her Majesties Revenue not in question here, *Hartopp contra Hartopp*, in 1594.

Eclords widow, claymed her priviledge because her Husband was priviledged, and if it were for her Husbands act, it was holden cleer that she should be priviledged, but this was for her own act, and yet *hac vice* priviledged.

Lloyd contra Lloyd, Pasch 35 Eliz but this is no order to priviledge others, in li. A.

Barkley contra Hussey, the Defendant not allowed his priviledge, because his wife joyned with him, 21 Nov. 32. Eliz.

Oxford priviledged against Chancery.

Hopper contra Eastmond, 1587, in 33 Eliz. li. A. fo. 21.

Onewry contra Glasier, Trin. 1588.

White con' Howger, in 17 & 18 Eliz li. A.

Over-ruled between *Hornwood contra Smith*, in Mich. 12 Jac li. B. fo. 308.

Court of Requests not allowed Priviledge here, *Garnons contra Maddox*, 39 Eliz.

COUNTY

The Transactions of the

County Palatine of Chester.

Any dwelling there, must appear up
on the Proces, and plead their Privi-
ledge, by the Master of the Rolls opini-
on, in *Herendens Case* in 36 & 37. *Eliz.*

Chancery
privi-
ledge.

Priviledge in Chancery.

In what cases the Chancery doth pri-
viledge.

The Defendant coming to execute a
Commission was arrested, and had a *Cor-
pus cum Causa*, and set him at liberty,
Jackson contra Vaughan, Trin. 23 *Eliz.*

Fowler contra Ayhurst, removed from
Rocheſter, in 22 *El. li. B. fo. 557.*

The Plaintiff arrested when he came
up to examine Witnesses, and dischar-
ged by *Superſedeas* of Priviledge, *Bar-
nardiston contra Bawd*, Trin 1591. or 32
Eliz. fo. 738.

A Defendant coming up upon an At-
tachment would have had his priviledge
against a Citation in the Arches, and
had not, because a Citation is no stay
of his person. *Cook contra Dix*, Pasch. 30.
Eliz.

Marſhal contra Moor, the Plaintiff
coming up to follow his ſuit half a year
after his Bill exhibited, was arrested in
London, and had his Priviledge 1583.

Hughes contra Middleton, in *Hillary*
Term

Term, and paid costs for the same, 4 & 5 Car.

Diggs being committed by the Court of Requests for not answering a Bill there, for the same matter for which he had a Bill here, had a *Corpus cum causa*, in 36 Eliz. li. A. fo. 539.

Because Master *Bridgeman* served a Clark in Master *Shugboroughs* Office, a Commandment from to stay here, he was committed to the Prison of the Fleet, at the suit of *Carleton*, Pasch. 37 El. li. A. fo. 135.

Inter Carleton & Bridgman, with the opinion of the Court, that no Court can hinder the point of Equity of this Court.

Binion contra Thimble, in Pasch. 1632. or 1633. concerning the Priviledge of the Univerlity of *Oxon*.

Morgan contra Richardson, & al', the Plaintiff having a Writ of Priviledge was taken in Execution, ordered to go abroad by *Habeas Corpus*, and the party that arrested him to be committed, about Hill. 17 or 18 Jac.

Johnson contra Obbin, the Plaintiff delivered out of Execution, 12 & 13 Eliz. fo. 238 li. A.

Mathew contra Com' Arundell, a Demurrer,

murrer, because an Exchequer-man, over-ruled, 6 *Car. 1. B.*

Welbore contra Collins, concerning Kings Colledge in *Cambridge* over-ruled, 7 *Car.*

Bancks Attorney Dom' Regis by Information, where an Inquisition was awarded to inquire of *Rooks* Estate in the Cinque-port of *Sandwich*, a Writ of seizure awarded about 11 *Car.*

Pepwell contra Goldsmiths London, an Attorney at Law joynes with another in Action, thereby to avoyd a privileged man in this Court, the suit staid, and the Priviledge allowed, in 28 *Eliz. fo. 247.*

Mostin contra Thomas, though the Defendant, a Clerk in the court of requests, because the suit had priority there, Demurred in respect of that, and of Priviledge over-ruled, in *Hil. 14 Car.*

Partition.

Long contra Miller, *Mich. 1594.* An unequal Partition relieved here.

Speke the Plaintiff had one part, *Walrond* the Defendant another, and *Morgan* a Ward another, and *Walrond* over-charged *Speke*, and *Morgan* had his part set out by Commission, and no Partition could be had against *Walrond*, without making the Ward party to the writ, which

121.
Partition.
In Equity
where
none by
law.

which he could not do during the Wards Minority, therefore thought meet the Plaintiff should be holpen in Equity during the Minority, *Hil.* 40 *Eliz.*

Norse contra Ludlow, a Decree that two Partners which have made an unequal division, should be divided into Equality, in 32 *Eliz li. A fo.* 404.

Broughton contra Broughton, *Hil* 28 & 29 *Eliz li. B. fo.* 264. whether a Partition made without writing, be good or not Quere.

Babb contra Dudeney, in *Mich.* 14 *Car.* the Court would not grant a Partition, the matter being but nine pound *per an.* *Norbury contra Tarbury*, otherwise, this is upon a Joyntenancy, in *Mich.* or *Hil.* 14 *Car.*

Windham contra Weare, 15 *Car.*

Posse Comitatus.

Sidenham contra Courtney, *Posse Comit'*, awarded to be taken, 41 *Eli. li. B. fo.* 324.

122.
Tesse Co-
mit' awarded.

Harrington contra Horton & Cox, about *Mich.* 16 *Jac. li. A fo.* 9.

Process.

All Process that go in affirmance of the Recognizance must go into the same Country where the first *Scire facias* goeth, it is not so in these which go in dis-

123.
Process of
Reco d.

affir-

affirmance, *Haselwood & White*, 30 *Eliz.*

No Clerks of this Court shall make out Proces of *Subpana* against any to testify before any Officer, unless it be before a Judge, or Commissioners warranted and authorised by this Court, to take examinations of Witnesses, 11 & 12 *Eliz. li. A. fo. 28.*

Perjury.

124.
Perjury
pun. stat.

In the Judgment Roll 37 *H. 8.* between *Baskerville* and *Guilliams*, set on the Pillory for procuring Perjury in the Spiritual Court.

And 16 *Eliz. fo. 17.* between *Siderfon* & *Eastcourt.*

Bullen contra Bullen, 44 & 45 *Eliz. li. B. fo. 170.*

Freeborn contra Leasure, in *Trin. 20. Jac. li. B. fo.*

Perjury to be examined here, *Halfe contra Brown*, notwithstanding the Cause was dismissed, 16 *Eliz. fo. 401.*

Punished
upon hearing.

125.
Proceedings.

Mound contra Culme, 40 pounds Costs given for Perjury, in *Mich. 14 Car.*

Proceedings.

The Court proceeds, because the Defendant would not answer or appear, *Mich. cont' Harry in Maii 39 Eliz. fo. 775.*

126.
Purchasers
favoured.

Purchasers.

Vavasor, or Waserer contra Row, in 33.

34 Eliz. the said Plaintiff bought land of one who had no power to sell, and moved, that if the Defendant should be compelled to bring in the Leases, which might incumber the Plaintiffs purchase, then the plaintiff might bring in the antient Evidences which might discover, that he which sold to the Plaintiff, had no power to sell, the Court answered, that no aid should be given to overthrow Purchases made *bona fide*.

Smith contra Killigrew, & Ognell, in 34 & 35 Eliz. li. A. fo. 88. Ognell would have charged land purchased by the Plaintiff of Killigrew, by a former

because a Collateral, which grew after the Plaintiffs purchase, was not performed; It was thought no reason to load the land with heavy agreement, after *Smith's* purchase. *Hall contra Oflen. 3 Jac.*

The Court would not stay a Purchase for from felling of woods, though the Vendor had an Estate for life, *Tirringham contra Eyres. 37 Eliz.* and the Court would not bar him remedy at law, upon any evidence he could produce.

Banister contra Brook, a man possessed of a Lease for 50 years, he dying intestate, the Wife Administers, & makes a Feoffee.

Not charged by any collateral Agreement after the sale.

Favoured.

Buying land of Feoffees relieved though a Verdict at law against them.

Feoffement to her own use, a little before her Marriage with a second Husband, the Feoffees sell the land for valuable consideration and was enjoyed many years accordingly; After the Wives death, the second Husband would avoid this purchase by reason of the use, the Court decreed that the Purchasors should enjoy it, notwithstanding a Verdict at law, in *Mich. 17. 7 ac. li. A. fo. 413.*

Relieved
against
breach of
Condition.

Swan contra Rogers, Mich. 9 7 ac. li. A. fo. 305. the Court relieveth the Purchasor against a breach of Condition.

Burlace contra Burrell, in Pasch. 19 7 ac. li. B. fo. 1244. being a Purchasor.

Stonehouse contra Dell, the contrary in 10 7 ac li. B fo 274.

Relieved
against an
ancient
statute.

Buller contra Smith, in Trin. 15 Car. Comes Pembroke contra Eyre, in 17 7 ac. li. B fo. 863. a Purchasor relieved against an ancient statute.

Stile cont' Michell, in Pasch. 19 7 ac. li. A.

Dimmock contra Williams, in Mich. 16 7 ac. li. A fo.

Warcroft contra Dom. Culpepper, in Mich. 15 7 ac. l. B. fo. 244. relieved against ancient Statutes.

Garfield contra Humble, in 16 7 ac.

White contra Phillips, in Trin. 21 7 ac. li. B fo. 768.

Standen contra Bullock, the Plaintiff bought several Mannors of *Thomas Bullock* deceased, who (before the Plaintiff's purchase) had conveyed the same by Fine and recovery to the Defendant and his heirs males, which being done without consideration, was adjudged and decreed to the Plaintiff, in 38 *Eliz. li. A* fo. 713. & 42 *Eliz. li. B* fo. 289.

Relieved
against a
Deed of
Intail.

The like between *Cheek contra Beamont in Hill*. 18 *Jac. fo* 775. & 1165. look for the final Order upon the Judges Certificate, Lands conveyed when sick in *Tr.* following.

Hurt contra Hurt, *Hill*. 12 *Jac. li. B.* fo 727.

Helam contra Colt, in 9 *Car.*

Boll contra Hancock, in *Octob.* 11 *Jac.*
A purchaser relieved against a statute.

Relieved
against
statute
upon a
second A-
greement.

Lister contra Harrison, a Purchaser relieved against a statute in 9 *Jac. li. B.* fo. 619. sought to be extended by a second Agreement after the Purchase.

Curson contra Blackall, the Father makes a voluntary Conveyance in tail of lands, reserving an Estate for life, after sells the Woods upon the lands to a stranger, decreed that the Vendees of the Woods shall have the woods,

Relieved
against a
voluntary
convey-
ance.

Relieved
against a
stat. for
perform-
ance of
Cove-
nants.

notwithstanding the Conveyance of the
lands, 25 Jan 9 Jac.

Chandler contra Dawtree, in 41 Eliz. li.
B. fo. 480, The opinion of the Court,
that a statute for performance of Cove-
nants, ought not to take away the pos-
session of a Purchasor.

Dom Burgh contra Wolf, an antient sta-
tute being against a Purchasor, though
no direct proof on either side, decreed
to be cancelled, in 11 Jac. li. B. 426.

Having
no notice
shall not
be char-
ged.

*Maynard contra Pauperes de East-Green-
sted*, a purchasor that comes in without
notice of a Rent-Charge, shall not be
chargeable therewith, although given
to a charitable use, in 6 Car. li. B.

Rutter contra Bartley, Purchasors reliev-
ed of a sleeping Mortgage, in Mic. 2 Car.
Comes Bristoll contra Hamond, the Defen-
dant would avoid a Lease against a pur-
chasor upon proof that the Lease was
made by one of *Non sane memoria*, and
that point of parcell is determinable at
Law, the Lease decreed, 9 Car.

Simeon contra Green, to help a defective
deed, & take off incumbrances, as Sta-
tutes & Judgments subject to those lands
being against a purchasor, in Hil. 10 Car.

Simeon cont' Cheriton, in Mich. 10 Car,
vel Jac. a Statute set on foot 9 years after
Decree to obvert it, stayd. *Mutis*

Matts contra Com. Kancie, a Purchasor of a Lease, out of which a rent is issuing shall not be lyable, but th^e Executor of the Will, 31 Jan. 9. Jac. this rent was without a clause of Distress, and the Executrix and her Trustee, sold away the Lease.

The like between *Nurton & Nurton*, 9 Jac.

Thornburgh contra Grobham, about 17 Jac. a Purchasor for a valuable consideration restrained from bringing an *Audita querela* upon pretence that a purchasor had levied moneys upon other securities. To prohibit a purchasor to bring *Audita querela*

Walton contra Lewkner, a man buyes land, knowing of a former Agreement, 11 Maii, 12 Car.

Yeaveley contra Yeaveley, in 14 Car. Purchasors coming in *pendente lite* bound. 1271. *Procedendo* awarded, because
Procedendo.

Because *Certiorari* was made with a long return (skipping a Term) a *Procedendo* was awarded, *Ashley con' Godser*, 36 H. 8. fo. 30. the *Certiorari* had a long return. 128.
Promise.

Where the Law cannot give a Lease, or a thing promised but damage, there is some cause for the Court to compell the party to perform the thing promised *Brown cont' North, Waller cont' Salter*, in Trin. 8. Jac. li. A. A remedy for a promise.
P 2 *Ferre*

Ferne contra Bullock, Mich. 9 Jac. li. A. fo. 274. the Defendant promised to sell the Plaintiff land, whereof ten shillings was given him, yet the defendant would not perform, yet he should.

Clark contra Hackwell, in 3 Jac. li. A. fo. 596. 5 l. paid, Decreed.

Long contra Long, in 40 Eliz. li. A. fo. 360. or 369. the Defendant promised and agreed to assure Leases in Marriage with the Plaintiffs Daughters, who would not perform it, but Ordered.

To assure
lands mar-
riage of-
dered.

A man promiseth to assure lands in consideration of Marriage, but after the Marriage refuseth, yet ordered, *Gerards case*, in 2 Jac. li. A. fo. 202.

Fox contra Fox, in 8 Jac. li. B. fo. 248.

Wroughton contra Stafford, to leave consideration 13000. pounds at death, Mich. 21 Jac.

Hale contra Hicks, in Nov. 38 Eliz. a Copy.

Otway contra Hibblethwaite, upon a promise made by the defendant to pass his lands unto him, was the cause of his marriage, but when the said Defendant came to be old, conveyed away the same lands from the Plaintiff, contrary to his promise, the Plaintiff was relieved for part of the said lands, 13 Jul. 11 Jac.

Battersby

Battersby contra Promse, to pay Portions decreed in *Hill. 5 Car.*

Egerton contra Eldred, the Defendant promised to procure a Lease of certain lands for the plaintiff, from the Contractors, but passed the same to himself yet ordered and decreed that the same shall be passed to the plaintiff, according to the first agreement in *Feb. 8 Jac. June 11 Jac.* To procure a Lease to another, but made to himself, decreed against him.

Plaile contra Plaile, the Defendant promised to his Father, to assure certain Copy-hold lands to the plaintiff, but the Father dying before any surrender, denied to assure the same, yet decreed he should, *21 Maii, 9 Jac.*

Perry contra Peckham, in *Pasch. 3. Car.*

Longman contra Hopgood, concerning a promise in Marriage, *Hill. 3. Car. li. A. fo. 633.* and a Sequestration of lands for non-payment of mony.

Erby contra Evans, concerning a promise or bare agreement, in *Mich. or Hil. 5 Car.* Or bare agreement

Baucks contra Sheriff, promise left to the law, *Mich. or Hil. 5 Car.*

Clark son' Briers, in *June 9 Jac.* one relieved for a Lease for lives upon a promise.

Noble contra Washborn, to answer a promise, *5 Car. li. A. fo. 461.*

Ruffel contra Read, a promise of 500 l.

to make himself a Baronet, would not pay it, yet decreed about 5 or 6 Car.

Church contra Dom. Mordant, a promise to make a Lease in Marriage, decreed against a purchaser, in *Trin.* 2 Car.

Stadd contra Cason, a single Witness could not decree a promise, but referred to law, & then equity reserved, 10 Car.

Proof.

Manfer contra Fotherby, supplemental proof allowed of about 7 Car.

Wagstaffe contra Feliambe, the like in *May* 5 Car.

Quare Impedit.

Comes Pembroke contra Bostock, a Bill to discover a patron, whereby to enable one to bring a *Quare Impedit*, ordered in 2 Car.

Peirs contra Trelawney, the Question being title of Advowson, and the Incumbent who had one Verdict (Simony or not Simony being the point) decreed the possession upon one Verdict, and staid *Quare Impedit*, in *Hill.* 15 Car.

Quid juris clamat

A Fine ingrossed before *Quid Iuris*, the Tenants ordered to Attorne. *Hins contra Bluid, Blackwell & Eyre*, 36 *Eliz.* B. fo. 10. Et *Roll contra Shute*, in 12 *Jac. B.* fo. 1375 & 13. li. A fo. 612.

By one
Witness
dismissed
to law, but
equity
relieved.

129.
Proof
supple-
mental.

130.
Quare imp-
edit.

High Court of Chancery. 263

Manasse cont' Clayton li. 8 Jac.

fo. 715. Arrerages of Rent to be paid.

Recompence.

Tooker contra Major Exon', in Mich. 16 Jac. It is for a recompence for a building and a promise.

132.
Recom-
pence for
building
and a pro-
mise.
Fhr spoile
commit-
ted.

Fellow contra Gibbons, the Defendant got a Lease away by craft, & cut down certain Woods to a great value, the land could not be recovered, but recompence for the spoyl committed there-upon, in *April 11 Jac.*

Recompence for building upon a voydable Lease, *antea inter Comes Oxon' & Neeth.*

Brown contra Bridges & Ley, a decree for Recompence of Wast done, in 32 *El. li. A fo. 836.*

For wast
done.

Re-extent.

A Re-extent awarded *antea, inter Chivers & Bampton.*

133.
Re-extent.

Recognizance,

A Recognizance without condition, in twenty years inrolled, yet upon Affidavit, (that he who acknowledged it was living) the Court ordered, that it should be inrolled about 40 *Eliz. fo. 195. inter Roll & Roll, & Long & Owen, eodem termino, fo. 205. li. A. 11 & 12 Eliz.*

114.
Recogni-
zance not
inrolled in
20 years.
yet orde-
red to be
inrolled.

Horsfall contra Folden, 6, 5, vel 8 *Iac.*
A Recompence being antient, and no
mony proved to be paid, was cancelled.

Bradshaw contra Kinnerfley being with-
out defeasance, *Feb. 10 Iac.*

Linch contra Digby, concerning a Re-
cognizance, in *Julii 7 Car.*

Mico contra Drake, a Recognizance
to be Inrolled, which neglected by the
negligence of the plaintiff, in 11 *Car.*

135.
Recus. D.

Recusant.

Leman contra Roe, the power of the
statute of 3 *Iac.* concerning a gift of
presentation when a Recusant presents
in 7 *Car.* and likewise a Sequestration
untill determined.

136.
Release.

Release.

Denton contra Bolt, 11 & 12 *Eliz. li. A.*
fo. 360. the plaintiff became bound in an
Obligation to the Defendant, to deli-
ver to a third person, a general release
from *Alice Denton* his Mother, the Bond
was not performed, yet relieved here.

By a feme
covert.

Palmer contra Reynel 1000 *l.* Bond en-
tered into to Feoffees, after (during co-
verture) releaseth this Bond, yet the
gift stands good, *Trin. 14 Car.*

Of one
Admini-
strator
shall not
prejudice
the other.

Horner contra Barrel notwithstanding
the Defendant pleaded the Statute of Im-
mitation, over ruled, 6 *Car. li. B.* and a

Release

Release of one Administrator not to prejudice the other.

Wilson contra Grove, a Release of an Estate being not known, relieved against an Executor, 7 Car.

Of an Estate not known relieved. For Portions how far shall bind.

Priestly contra Johnson, the opinion of the Court, how far a Release touching childrens portions shall bind, in 14 Car.

Relief.

137. Relief in equity where none in law.

Sir Henry Lea granted a Rent to Crocker and his assigns during Penistons life, Crocker dyed, making no Assignment and no Occupant without a Rent, Crockers son (to stay the penalty of his Fathers Bond made for payment of the Rent) was enforced to pay it, & sought relief in equity against Sir Henry Lea, Crocker & Penniston, Hil. 1590.

Judgment and Execution had at law the Plaintiff preferred his Bill to be relieved, but dismissed, and had no relief.

After Judgment and execution at law no relief here.

Farrington contra Wolwich, 12 El. fo. 118.

Bolt con' Reynolds, the like 12 El. fo. 129.

Brewer contra Temblet, the Plaintiff was relieved of a promise, both for a Lease, and a personal estate, 13 & 14 Eliz. li. B. fo. 76.

Grove contra Preston, the Plaintiff relieved of a promise and Agreement, 4 Jac. li. B. fo. 54.

The Transactions of the

Standen contra Hickman, in 39 Eliz. li. B. fo. 86.

Points contra Hensley, 38 Eliz. li. A. fo. 279.

Tregonwell contra Reeves, Relief of general words in a pattent, against express in another, 41 El. li. B. fo. 244.

Huet contra Hurston, no relief after Judgment in Trin. 17 Jac. fo. 909.

Dom. Crompton contra Bishop, the plaintiff is relieved against his own Act, in Mich. 8. Jac. vel Car.

Waller contra Waller, 16 Jac.

Woodward contra Alport, in Hil. 12 Jac. fo. 765. li. A. the plaintiff seeketh to be relieved, for Brocage and Wares that were sold by coufenage.

Freeman contra Hugget, Hill. 16 Jac.

An heire
dis-inheri-
red by
Fine pas-
sed yet re-
lieved.

Lyde alias Joyner contra Lyde, the Father by Fine passed, dis-inherited his heir, the Court ordered that the land should be re-assured, yet that the plaintiff should not sell the land to any, in case he dyed without issue, Mich. 14 Jac. fo. 335. & Trin. following li. B. fo. 1388.

The like betwixt *Hoskets contra Hillier*, Pasch. 17 Jac. li. A. fo. 1025.

Salisbury contra Griffith & Ozm, 10 Jac. li. A. fo. 491 & 658.

Long contra Long, 18 Jac. li. B. fo. 1730.

Hut-

Humphrey contra Humphrey, Pasch. 21.
Jac. the contrary.

Herbert contra Lowmes, Hill. 3 Car.

Warren contra Towler, the Court is of opinion, that the Plaintiff having suspended his Rent, no reason but that the Defendant should deteyne it, by reason of the plaintiffs act, 31 Eliz. fo. 312.

No Relief
it a man
have sus-
pended
his rent.

Haley contra in 2 Car. the contrary.

Gayner contra Lucas, the Defendant had execution and Judgment upon two Recognizances and a Statute, amounting to 300 l. but in respect it was a sleeping statute, the Court ordered the Obligor to be discharged out of Execution, and the plaintiffs possession of the lands to be delivered in 5 Jac. 1. A. fo. 319.

Charnock contra Charnock, the Defendant acknowledged a Recognizance, which was taken away privately, the plaintiff had relief, either that the said plaintiff shall have his money, or else the Recognizance to be inrolled, 22 Eliz. li. A.

Tuck contra Partison, the plaintiff relieved upon a promise against a Deed of purchase, there being some practise in the purchaser, in Ap' 11 Jac.

Of a promise
against a
Deed of
purchase.

To place

The Transactions of the

Toplace contra Dickenson, relief against an Occupant, 5 *Car.li.B.* 357.

Against
his own
Deed.

Maneright contra Roberts, a man relieved against his own Deed the same being gotten by threats and practise, though the same be vested in an Infant, and the purchaser to become bound in Recognizance to assure it when, &c. in 10 *lac.*

Jagues contra Huntley, if one neglect to inroll his Bargain and sale, being his only assurance, and the bargainee bring an *Ejectione firme* against him, and hath Judgment, the Bargainee resorts to Chancery (if not for land) yet for money paid for it, 13 July 1599.

Deane contra Deane, relieved against a release, about anno 3 *Car.*

For Dower
or Joynture.

Smith contra Smith, 12 *Car.* a woman relieved for Dower or Joynture, notwithstanding a Deed of intail.

Cuddington contra Hutton, a simple man drawn to make Leases, and to enter into Bonds, Relieved, in 8 *fac.fo.* 905.

Against
his own
release.

Sumner contra Tilling, the Plaintiff relieved against his own release, being an ignorant person, 12 *fac.li. A.fo.* 49.

Rent.

138.
Chief rent. teyned.

Page contra Clark, a chief of 10 s. re-

Barew contra Baucken, Mich. or Hil.

39. *Eliz. li. A. fo. 473.*

Drury contra

4 *fac. li. B.*

fo. 632. twelve pence in Court, being former Presidents shewed.

Cornwallis contra Brugton, in 38. Eliz. about fo. 199. li. A. 44. Eliz. li. B fo. 355.

Taylor contra Harborn 3 s. 6 d. 6 fac. li. B. fo. 117.

Wincombe contra Presiden' Magdalen' Coll' Trin. 12 Iac. li. B. fo. 1029.

Ferrers contra Newby & al', the Court allows seizin to a rent-seck, in 43 Eliz. li. B. fo. 736.

Rent-seck

Provost contra Buckett, in Feb. 11 Iac. li. B. fo. 538. of 20 s. per an. decreed.

Rent-seck
decreed

Man contra Marker, omits rent, 1 Car.

Ingleby contra Wade, Contribution of a rent, 3 Car. li. A. fo. 108.

Lloyd contra Gwynn, to proportion a rent, in Hill. 5 Car.

Proportioned.

Sutton contra Wright, concerning an Annuity or rent-charge to be paid by the executor, lands being not charged the Executor ordered to pay it, Pasch. 6 Car. fo. 507.

To be
paid by
th' Execu-
tor.

Parsons contra Parsons, Rents of lands adjudged mean profits, in 8 Car.

Adjudged
mean
profits.
Demised
to a cha-
ritable use
carrieth
land.

Lennox contra Lennington, in the Coun. of Farwick, a rent demised to a charitable use, carryeth the land in 8 Car. Neale

Being
continued
paid
though no
proof of
endow-
ment yet
decreed.

Neale contra Lister, though there can be no proof of an endowment, but because of long possession, and being presentative, decreed to be enjoined 9 Car. a case between *Grimes* and *Smith*, in the Exchequer Chamber, about 39 Eliz.

Judges opinion, a Rent paid for a long time (although no assurance could be produced) yet decreed to be paid.

Churchil cont' Brewer, in Hill. 10 Car. a rent charge decreed, though no evidence.

Casar contra Gater, concerning Rents which have been payd, by reason of a long constant payment, decreed 12 Car.

Exting-
uished of
rent rele-
ve

Halliley cont' Skarret, relieved against an Extinguishment of Rent, in Mich. 2 Car. C.

13.
Reprife
wha
things are
admitt d
ultra re-
prife.

Shcedon contra Gibbs, Mich. 2 Car.

Reprife.

Dom. Strode contra Co bett, 2 Junii 1632
Lords Rents, Reparations, and Tythes duties, are payable to the Kings Majesty, Church-warden, and all other common, and annual charges and duties, declared to be *ultra Reprifes*.

140.
Reprife.

Re/coms.

The Attachment must be special, reciting the return of the Rentous the same Term. *Aichurch contra Bold* 37 Eliz.

Refti-

Restitution.

After Judgment and Execution, the Defendant ordered to restore 25 l. *Some contra Portell*, 30 Eliz.

141.
Restitu-
on after
Judge-
ment and
execution,

Moor contra Taylor, the like the year before.

Walter contra Francis, 4 Jac. li. B. f. 633

Resolution.

Les Resolutions Popham & Anderson su per statut. 39, *pauperum*, 41 El. li. A. fo 102,

142.
Resoluti
on upon
the sta-
ture of
the poor.
*Sur Audita
querela.*

Opinio de Judges sur Audita querela, & *opinio de le Court sur ceo* in 31, 32 & 33. Eliz.

Revocation.

Eyre contra Wortley, concerning a point of Revocation, when one is sick and holding up his hands, and Certificate thereupon, and a Demurrer overruled for matter of Legacy.

143.
Concern-
ing a
point of
revocati-
on when
sick.

Review.

Cock contra Hobb, a Review of a Decree allowed upon putting in security, Hil. 132. Et *Hall & Hobb*, Hil. 1632.

144.
Review of
a Decree
upon put-
ting in of
security.

Revivors.

Master *Cecill* and the Lady *Ross* his Wife joyned in a Bill against the Earl of *Rutland*, for 200 l. arrerages by year to her dower, she dyed before hearing, he after her death, exhibited a Bill of Revivor, and served Procees to hear Judge-
ment

145.
Revivors.

ment, yet upon an objection, that the Defendant should first have been called to answer, the hearing was put off 1591.

No appearance or Oath needs to a Bill of Revivor, 25 Nov. 35 Eliz. *Wolverston contra Darleston*.

An Assignee cannot revive a suit, *Haselwood contra Reynolds*, in 23 & 24 Eliz.

An Executor (his Testator dying after publication) could not be permitted to exhibit a new Bill to make further proofs, but was held to a Bill of Revivor, *Ferney contra Lawne*, 30 Eliz.

Winaham being Widow, had a judicial order for the substance of the matter, and a Commission to make proofs, and after she married the Defendant, supposed it needed a Revivor, and ruled not, 37 Eliz.

146.
Salary
for ser-
ving of a
cure.

Salary.

Daie contra Hampden, concerning Salary for serving of a Cure, in *Pasc. 3 Car.*

Scire facias.

147.
Scire fac

Broughton contra Vicecom' Bindon, it was ordered that the Plaintiff might take out *Scire fac.* against the Defendant for not paying of money according to an Order, in 12 & 13 El. li. A. fo. 162.

Scriveners

Scriveners Case.

148.

Scriveners
Case.

Huet contra Dela fountaine, 20 Jac. one Glover having the setting forth of the Defendants money, to whom the Plaintiff paid the money again at a day, because the money was not paid to the Defendant, and the Scrivener breaking, the Defendant puts the Bond in suit, ordered to cancell the Bond, in *Hill*, 20 Jac. li. B. fo. 464.

White contra Hall, the Scriveners Case, in 14 Car.

Oxenbridge contra Whittacre & Dixon, in 14 Car.

Comes Ancoram contra Douglas, in Mich. 15 Car.

Middleton contra Johnson, in 14 Car.

Sequestration.

149.

Sequestra-
tion to
compel a
man to
perform
an Order.

Knightly contra Graunt, 25 Jan. 31 Eliz. fo. 329. The Tenants compelled to bring in their Rents in the Mannor of A.

Nelson contra Cooper & Harecourt, Sequestrator, in *Maii*, 3 Car. li. B. fo. 1003. & 986.

Barker contra Shephard, in *Hill*. 4 Car. li. B. fo. 120. & 660.

For perso-
nal debt,
and laid
in Irons
in the
Fleet for
not per-
formance.

Eyre contra Wortley, about 3 Car.

Leves contra Meares, after the Defendant was committed for not performance of a Decree, yet the Court ordered that a Sequestration should be granted

The Transactions of the

to levy moneys of his in other mens hands, 18 Nov. 11 *fac. li. A. fo. 329.* and he committed, because his Wife would not bring in Bonds after, but the chief order is in *May*, 10 *fac. li. A. fo. 353.*

Lupton contra Harmon, concerning a Sequestration, in *Pasc. Trin. & Mich.* 16 *fac.*

Maddox contra Praet, in *Pasc.* 5 *Car. Anchor & Frith*, 16 *fac. eodem.*

Upon personal
debts.

Roane contra Stepney, in *Mich.* 17 *fac. li. B. fo. 171.* or *Pasc.* or *Trin.* Anno 18. Sequestration.

Copeland contra Mudd, a Sequestration granted of certain lands, for debts only, in 13 *fac. li. B. fo. 502.* or thereabouts. & *Mich* 14 *fac. li. B. fo. 309.*

Goslet contra upon an Extent, in 10 *fac. li. A. fo. 54.*

Mullins contra Bawden, 13 *fac. li. A.* Sequestration for money, both or Copyhold and Freehold, *fo. 105.*

Prentice contra Roupe, in *Trin.* 17 *fac. li. A. fo. 1302.* Sequestration for money decreed. And another between *Frith* and *Trion*, or *Anchor* and *Frith*, in *Jan.* 16 *fac. li. A. fo. 428. & 397.*

Whrareby contra St. John, the Court was inclined to grant a Sequestration for money from *Hill.* 37 *Eliz.* to *Trin.* 38 *Eliz.* *li. B.*

Cattle contra Brooke in *Pasc.* 18 *fac. li.*

Middleton contra Fawcet, Money grew due for Tythes, in *Mich. 1 Car.*

Eardly contra Eltonhead, a Sequestration for a Marriage portion, in *8 Car.* the Decree was 15 or 17 *fac.*

Awarded for a Marriage portion.

Sollicitor.

Wilson contra Grove, in *Trin. 6 Car. li. B. fo. 626.* a Solicitor or Promotor, not to be examined as a Witness.

150. Solicitor or Promotor not examined as a witness.

Waserer contra Key, 36 *Eliz.* The Solicitor of the Defendant ordered to serve a Proces upon his Clyent, because the Plaintiff could not find him

Stannaries.

Davie contra Mickell, the Stannaries, over-ruled here, in 25 *Eliz li. B. fo 65.*

151. Stannaries

Statute.

Overman contra Wright, *Hill. 17 fac. li. B. fo. 807.* a Statute extended upon a Bankrupts lands before the *liberate* filed, ordered to bring or stay the Statute, and likewise ordered to take the like Composition as other Creditors.

152. Stat. extended upon a Bankrupts lands

Mathew contra West and others, in 37 *Eliz li. A. fo. 655* one Knight acknowledged a Statute to the Defendant and another, not to alien or waste his land, and afterwards leased it to the Plaintiff, the Statute being acknowledged in consideration of Marriage, and now by reason of the Lease so made, the Defendant

being the Survivor Conuzee extends the Statute, yet ordered in respect the Lease is no waft, the Conuzee not to receive any benefit by the said Statute.

Boswell contra Weddall, the Defendant ordered to Answer, notwithstanding a Demurrer put in upon the Statute of 21 Jac the debt being demanded, being without specialty.

Extended. *Clethero contra Beckingham*, the Plaintiffs relieved against a Statute, and ordered to have the possession thereof, because the Extender had received his debt according to the yearly value, *Pasch 21 Jac. li. B. fo. 951.*

Extended
at a low
rate. ordered
the
Plaintiff
to have
them at
the same
rate.

Griffin contra Vellers & Leeson, lands were extended upon a Statute for payment of money, the Plaintiff had those lands by order at the same rate the lands were extended, for payment of the Defendant, in 41 *Eliz. li. A. fo. 229.*

Langham contra Whetcombe, 6 *Car. li. B.* a Demurrer upon the Statute of limitation maintained.

Of limita-
tion al-
lowed up-
on some
reasons.

Lanymare contra Thorpe, in *Mich. 15 Car.* Statute of limitation pleaded and allowed, but upon no trust.

Brinker contra Kington, the Lady Lewes Case, 6 *Car.*

Woolhouse contra Barnes & Bullock, pleads the Statute after a Judgement at

law, not allowed, and it was for Assets,
6 Car.

Ancient Statutes against a Purchaser
cancelled. *Smith contra Rosewell*, Mich.
2 Car.

Mountjoy contra Wakeman, the Statute
of limitation over-ruled, in 8 Car.

Reston contra Reston, 9 Car. the like.

Harris cont' Bayning, 8 Jac. li. A fo. 910.
a Statute extended at a low value, of
purpose to keep off other Extents, the
Court orders, that the syling of the Ex-
tent be stayed.

Burnes contra Trofs, if he can prove
continual claim of reckonings, although
the pleading of the Statute of limita-
tions, over-ruled, in 14 Car.

Suttons Hospitall cont' Com' Suff. 1000 l. Of limita-
tions bac
sari.
in demand, the Defendant pleads two
Releases, and no point of limitation and
no demand in due time, and now fallen
upon an heir, and concerning a special
trust, how far some shall be bound, in
Trin. 6 Car. referred to Judges.

Harrison contra Bludder, a great Case
concerning the Statute of limitation of
Action, in Mich 15 Car.

Steward

153.
Steward
cannot
make a
Letter of
Attorney
to take a

Walron contra Corham, 15 Junii, 11 Jac.
a Steward of a Court, cannot make a
Letter of Attorney to a man to take a

154.

Sue for
equal pay-
ment of
money.

Suit.

Clarke contra Hanlock, a suit to compel the Defendant to joyn in equal payment of money given by Decree, in *Trin. 2 Car.*

Homadge contra Farley, 38 Eliz. li. A. fo. 413. suits prosecuted upon false imprisonment staid by Injunction.

155.

Superin-
duction.

Superinduction.

Newton contra Price, concerning Superinduction, *Pasch 17 Jac. li. A. fo. 961.*

Pistle contra Hardie, the like in *Mich. 15 Jac. li. B. fo. 358. & Pasch. 17 Jac. li. B. fo. 817.*

Middleton contra Lort, in *Mich. 15 Jac.*

Wilson contra Thornton, in *Mich. 20 Jac. li. B. fo. 381.*

Stephens contra Potter, in 2 vel 3 *Car.*

Maddox contra Praist, *Pasch 5 Car.*

Weston contra Sumner, Demurrer, because it concerns a Superinduction over-ruled, in 7 *Car.*

Maddox contra Praist, 7 *Car.* concerning a Sequestration upon a Superinduction.

156.

Surrender
by an In-
fant not
good.

Surrender.

Hughs contra Carpenter, *Mich 9 Jac.* the Plaintiff's brother being within age, surrendered a Coppyhold to the use of the Defendant, held not good.

157.

Surrey.

Sureties.

A Surety relieved here where a Bond

is contained in use without his privity, he thinking the same to be paid. As *Saunders contra Smith & Churchill*, about 10 Car. li. A fo 664.

Bullock contra Pope, Mich. 11 Car.

Fotherby contra Hutchins, in 2 Car.

Wilson contra Dunstar, in Mich. 15 Jac. li.

B fo. 565. & 647.

Hollis contra Deane, in Hill. 13 Jac. li. A. fo 606.

Johnson contra Pudicot & al, one became bound with Sureties, and afterwards Bankrupt, the Creditors sued the Sureties, because they were remediless as against the Bankrupt, yet ordered not to take any advantage, in Mich. 10 Jac. li. A fo. 65. or 165.

Bourne contra Ironmonger, in Mich. 17 Jac.

Little alias Brooke, contra Good & al, in Trin 16 Jac. to the contrary of the fore-said Note, li. B. fo. 1584.

Saunders contra Churchill & Smith, 10 & 11 Jac. li. A. fo. 664. & 728. the Plaintiff being bound with the said *Churchills* Father for payment of money at a day, which the Plaintiff supposed the money had been paid accordingly, the money was not paid, the said *Churchill* the Father dies three years after, upon whose death, the Obligee puts the Bond in suit against the Plaintiff, but in respect the

Relieved which continued without their consent.

The Transactions of the

Bond was continued without the Plaintiffs privity, and *Churchills* son having a good Estate from his Father, was ordered, and the Feoffees to whom the son had conveyed those lands in trust, was ordered to sell those lands for payment of the said *Churebills* debts.

Higham contra Longcastle, assigning a Bond for a Surety, the Surety relieved, in 4 Car.

Moile contra Dom. Roberts, the heir of a Surety where the Bonds are continued without the privity of the Surety, relieved, in *Mich. or Hill.* 5 Car.

Hare contra Michell, a Surety relieved where the Bond is continued twelve years, without the Plaintiffs privity, in 12 Jac. fo. 81.

Survivor.

158.
Survivor.

Saunders contra Thompson, 7 Car. A personal Estate equally divided betwixt two, whether the Survivor shall have all or not.

Suspention.

159.
Suspention

Cesar contra Field, concerning *Fields* relief against the Suspention, *Trin.* 4 Car.

Tenant.

160.
Tenant
for years
not to At-
torn, &c.

Windham contra Saunders, Tenant for years not to attorn to him in Remainuer, without producing Preidentents to that purpose, 11 & 12 Eliz. li. A. fo. 28.

Wilson cont' Smith, in 8 Car. li. B. fo. 123. In sayl
the Plaintiffs Father seized of lands in sold land
tayl, sold the said lands for small or no under va-
consideration, and suffered a common lue, the
Recovery of those lands, whereby the vendee or-
dered to pay more.
the sale was good in law, yet holpen in Equi-
ty, for the Plaintiff being Daughter and
heir, the nacity of those lands were sold,
yet the Vendee ordered to pay a better
consideration. *M. 9. 166.*

Tenants of the Mannor, not parties to
a Decree, ought not to be bound. *Seamor
contra Beare*, in 9 Jac. li. B.

Shute contra Mallory, Tenant for years
ordered to attorn, 5 Jac. li. B. fo. 205.

Bowen cont' Wrilow, 40 Eliz. li. A fo. 11.

Jackson contra Barrow, Hill. 1 Car. upon
a Statute, and Arrerages to be paid ever
since the Attornment.

Man contra Morley, Trin. 4 or 5 Car.

Dannet contra in 11 Car. or
thereabouts.

The Court compells Tenants for
years, to set down in certain, the time of
the making Commencement, determina-
tion, and what Rents are reserved, and
the times the same are payable, to the end
the same may be lyable to an Extent up-
on a Statute.

Buck cont' Lupton, in 30 Eliz. li. A.
fo. 511.

The Transactions of the

Dom. Corbet contra Sellenger, the Defendant holds over his term, the Court compells him to confess a Lease notwithstanding, whereby the Plaintiff may ground an Action, *Mich. 6 Car. li. A.*

Intall being an Infant ordered to pay money.
6c.

Pearce contra Pearce, Intayled lands sold in stead of Freehold lands, the Infant when he comes to age shall pay the money which hath been paid according to the Fathers will, or else the Plaintiff shall have the Fee-simple lands, 8 *Jac. li. A. fo. 1007.*

For life his Estate forfeited, relieved.

Stafford contra Stafford, 10 *Car.* Tenant for life, the Remainder over Tenant for life, because he admits of a Recovery to be suffered, forfeited his Estate, relieved here.

Testator.

Testator.

Testator.

Samborne contra Samborne, the Plaintiffs Father being seized of lands in Fee, devised by a nuncupative Will 300 l. to be paid to raise Portions, some two hours before his death, but in respect his Father had dis-inherited him of some other lands, the Court decreed that the lands should be freed from the Portions, in 13 *Jac. li. A. fo. 195.*

162.

Tythes.

Tythes.

Moone contra Bond, 34 *Eliz. li. A. fo. 621.* My Lord declares that matters for Tythes are determinable in this Court.

Windham contra Norris, a Demurrer, because the matter concerneth Tythes, over-ruled and ordered, in 17 *Eliz.li. A.fo.282.*

Underhill contra Joyner, concerning Tythes in kind, and the Parson having Common for Beasts in the Fields, was ordered to take a quantity of ground in lieu thereof, and concerning an Act of Parliament, in *Mich.18 Jac.* Decreed upon a Report.

Hungate contra Crooke, the Plaintiff being a common person, having a Lease of Tythe in kind, which hath long time been obscured by union, or otherwise, ordered that a Commission should go forth for setting out Meadow and other grounds in lieu thereof, in 12 *Jac.li.B. fo.748. & 410.* Look in *Hill.li.B. 11 Jac. fo.1202.*

Decanus & Capit' Ecclesie Christi in Oxon' contra Grant, point of Tythes determinable in this Court, and parcel or not parcel, in *June 11 Jac.*

Browne contra Whetford, à *Modus decimandi* dismissed, otherwise performed.

Quarles contra Bent, in 8 *Car.*

Custos new Coll' contra Sumner, in *Pasc. 10 Car.* for Tythes in kind, the Bishop of Exeters Case.

Custos new Colledge contra Astley, con-

cerning Rates, Tythes, and Tythes in kind,
Hill. 11 Car.

Southby contra Moore, every one must pay their Tythes in kind, unless there be a Composition real, or good prescription, *modus decimandi*, 10 Jac.

Shires contra Bungeine, a Decree for Tythe Co-
nies, and Tythe Wood, in 12 Car.

Tryal.

163.
Tryal.

Merefield contra Merefield, the Court directs a
special tryal, about 11 Car.

Trust.

164.

Trust.

24. 19. 8.
353.
Vern 60.
61.

A Conveyance absolute in words, and yet there is a Bruit of a trust, but doubtfull, whether there be a trust or not, and on the hearing the Bruit bought the land, yet shall not be concluded by such a Bruit, as Sir Thomas Egerton said, *Cornwallis Case*, 37 & 38 Eliz. And it is not like the use at common law, neither is the buyer to believe one which would not have him to buy it, if he tell him there is a trust.

1. Vern. 316. A suit is depending for a trust, and after upon
319. 459. hearing the trust is proved, then that is a suffici-
2. Vern. 49. ent notice of trust to any man which buyeth it
(hanging the suit) my Lord said, in *Diggs and*
Boys, 16 Maii, Pasch. 40 Eliz.

Parramer contra Zouch, concerning notice of
Trust and Purchasors, 9, 10, & 11 Jac. and be-
tween *Peacock and Reynell*, or *eccen'*, in June,
17 Jac. the Decree was Mich 19 Jac.

Pitts contra Edolph, if a man coming under one
that had notice of trust (though he had none)
shall be bound, and to examine Witnesses after
a hearing upon point of fact, 7 Car.

Faul y contra Wermestrey, in 15 C. C. Critique trust
for Wife makes a Lease not good, but if the ac-
cept Rent good.

The way

Venlore contra Lidall, or *eccen'* look into it, how

Trustees.

Sherborne contra Foster & Towneley, Trustees shall not be examined as Witnesses one against the other, 7 Car.

Windfor contra Sneath, a Trustee may sue in his own name, in 10 Car.

Mansell contra Aubery, a Trustee to put in security for money and damages, in Pasch. 7 Car.

Springet contra Springet, *Blownes Case*, 7 Car. Title.

Hunt contra Youngman & Clarke, the Court relieved the Plaintiff against a Title of Occupancy, in Mich. & Hill. 17 Jac. 1. A. fo. 371. & 874.

Ewer contra Ewer, about 2 or 3 Jac.

Reeve cont' Alcock, 3 Jac. 1. A. fo. 201.

Dux Buch. contra Paul, 4 Car.

Tovy contra Briflow, in the Court of Wards, Pasch. 11 Car.

Hall contra Ingram, in the Court of Wards, upon th' intent of a Will, about 2 Car.

Union.

Rawly contra Yaxley, concerning an Union or not, in 7 Car.

Hartley cont' Deynel, Novemb. 37 Eliz.

Custos new Colledge contra Goslet, no advantage to be taken upon Unity of possession, 6 Car. and enjoyning of Commons, such as for the most part of twenty years. —

Use.

Sambach contra D. Lyon, because one Use cannot be raised out of another, yet ordered, and the Defendant ordered to pais according to the intent, 9 Car.

Waste.

Waste done by one which held by Covenant, therefore not punishable by Law, yet holpen here. *S. nghurst cont' Dixy*, 221.

Will.

Thimblethorp contra Thimblethorp, the question being onely a Will or no Will determined in

165.

Trustees shall not be examined one against the other.

May sue in his own name.

To put in security.

166.

Title.

167.

Union, no advantage to be taken.

168.

Use. one cannot be raised out of another

169.

Waste.

170.

Will or no Will determined

this Court, in *Mich. 20 Jac. li. A. fo. 222.*

Pawlet contra Carey, in *Pasch. 1 Car.* the contrary.

An Averment of a Will good in equity. *Peacock contra Glascock*, an Averment of a Will not good by law, yet good in Equity, and the intent of a Will allowed, *6 Car. li. B.*

Cage contra Pearse, Will or no Will, referred to law, *10 Jac. li. B.*

Written not to be revoked by a verbal. *Moggeridge contra Wither*, an Estate in land devised by Will in Writing, after made a verbal Will to revoke that, which is not revocation, *13 Car.*

Sidenham contra Courtney, the lands to pass according to the intent of the Will, *41 Eliz. li. B. fo. 236.*

Witnesses.

171. Comes Suff. c ntra Harris, Examination of Witnesses before Answer, in *12 Jac. li. B. fo. 951.*

Stratford contra Conaway, in *9 Jac. li. B. fo. 1058.*

Bagnall contra Green, *2 Eliz.*

Hunt contra Godwin, *9 Car.*

Dom. Morrison contra Wethired, Witnesses in the Court of Wards and Exchequer-Chamber to be used in this Court, in *10 Jac. li. B. fo. 334.*

Examined after Commission taken away. Witnesses examined on the Defendants part, after the Plaintiffs Commissioners were gone away with the Commission, *Trevar & Trevelman*, in *1594.*

Examined in Star-chamber, after publication here and not allowed. Leave to amend this deposition. A prescription of Common examined here, and publication & after-Witnesses examined in Star-Chamber, to prove assents to Inclosures, and not thought fit to be read here. Tenants of *Petworth*, and Earl of *Northumberland*, *1594.*

Tadlow being examined as a Witness, calling himself better to mind afterwards, was suffered to amend his former Examinations, and was further examined *ad inferendum*, *Trin. 27. 7. lix.*

The Defendant examined after Plaintiffs left to his proofs, *Meretvether com' Fulmer*, *37 & 38.*

A Witness once examined shall not be called up to be examined upon further point, *L. Scroop,*

Long contra Long, contrary about *Hill. 17 Jac.*
but *Anguist contra Trevor*, not admitted in *Mich.*
19 Jac.

Long contra Long, after Interrogatories preferred in the Country by the Defendant, he may examine other Witnesses, either in Court or by Commission, about *Hill. 7 Jac.*

Welby cont' Welby, in 36 *Eliz li. A fo. 404.*

Cupid cont' Quainton, *Pasch. 12 Jac. li. B.*

Hungate contra Crooke, Witnesses examined in the Country, if the other side have seen their Interrogatories not to be examined in Court, *Tri. 11 Jac.*

A Witness not to be examined *viva voce* at the hearing, *Wright contra Moore*, 6 *Car.* *Viva voce*
at hearing.

Comes Pembroke contra Hacker, *Trin. 8 Car.*

Knivet contra Webb, to examine Witnesses before Answer, *Mich. 3 Car.* Examined
before answer.

To examine Witnesses upon Oath for proof of Acquittances, payments and other disbursements upon hearing, *Comes Kancie contra Gore*, in *Pasch. 6 Car.* To examine
at hearing.

Chetworthie contra Leech, *June, 10 Car.*

Sheffield contra Lipson, *May, 43 Eliz.*

Rotherom contra in *Hill. or Mich. 9 Jac.* Examined

Swan contra Tuberville, in *Trin. 5 Car.* Witnesses examined after publication, because the Defendants out, if publication or Rules shall stand. after publication.
Examined

Dalby contra Mace, Witnesses after hearing examined *ad informandum conscientiam iudicis*, *Feb. 3 Jac.* after hearing and in
formand.

Thynn contra Rastlin, to examine Witnesses in perpetual memory, 5 *Car.* Examined
in perpetual
memory.

Hancorne contra Emery after publication examined Witnesses, *Mich. 3 Car.* Examined
before.

Molesworth contra Oppie, Witnesses examined before Answer, 8 *Car.* Answered.

Weeks contra Thelwall, Witnesses examined Examined
after pub.

Examined
upon ex-
ceptions,
&c.

Henshaw contra Wright, to examine Witnesses upon exceptions put into the Commissioners, upon the Statute of Charitable uses, *Trin. 9 Car.*

Examined
after a
Commission
to coun-
terprove.

Tailor contra Tailor, Witnesses examined upon new Interrogatories after a Commission to counterprove a mans Testimony at Law, upon which a Verdict passed, *9 Car.*

After hear-
ing re-ex-
amined.

Dux Lenox contra Dom. Clifton, Witnesses after a hearing re-examined to clear the matter by the advice of the Lord Chief Justice, and Lord Chief Baron, in *8 Jac. lib. A. fo. 381.*

Leech contra Manners, to examine Witnesses, who owes the soyl of a Mannor, in *Tin 6 Car.*

Examined
after hear-
ing.

Veizey contra Veizey, Examination of Witnesses after a hearing, to prove a Court-Roll, in *Mich. 14 Car.*

Whether
to be exa-
mined in
Court, or
by Com-
mission.

Pinder contra Bateman, whether it be in the power of the party, to examine Witnesses in Court, or by Commission, will consider of Presidents in *April*, about 6 or 7 *Car.* look the reason.

Examined
in the Ad-
miralty
used here.

Watkins contra Furstrand, one examined in the Admiralty Court, used here at the hearing, *16 Eliz. li. A fo. 530.*

Writings.

172
Writings.

Ward contra Scrimpslaw, Writings under the Plaintiffs Clerks hand, ordered to be recorded, *8 Car.*

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